Tla'amin Final Agreement

Canada

BRITISH
COLUMBIA

Front Cover
Unidentified Tla'amin man in Scuttle Bay, circa early 1900s

Signed by the Parties to the Tla'amin Final Agreement and dated for reference this ______ day of __________________, 201_ / Signé par les *parties* à l'*Accord définitif de la Nation de Tla'amin* et ayant comme date de référence le ____________________ 201_.

FOR TLA'AMIN NATION / POUR LA NATION DE TLA'AMIN signed in the province of _____________ this ______ day of _____________, 201_ / Signé dans la province de _____________ le ____________________ 201_.

______________________________ ______________________________

Clint Williams
Chief, Tla'amin Nation/chef de la Nation de Tla'amin

Witnessed by/Témoin : _______________
__________________________/
____

FOR HER MAJESTY THE QUEEN IN RIGHT OF CANADA/POUR SA MAJESTÉ LA REINE DU CHEF DU CANADA : signed in the province of _____________, this ______ day of ____________, 201_ / Signé dans la province de _____________ le ___________________ 201_.

______________________________ ______________________________

Her Majesty the Queen in Right of Canada as represented by/Sa Majesté la Reine du chef du Canada représentée par : The Honourable Bernard Valcourt, P.C., M.P., Minister of Indian Affairs and Northern Development/l'honorable Bernard Valcourt, C.P., député, ministre des Affaires indiennes et du Nord canadien.

Witnessed by/Témoin : _______________
__________________________/
____

FOR HER MAJESTY THE QUEEN IN RIGHT OF BRITISH COLUMBIA/POUR SA MAJESTÉ LA REINE DU CHEF DE LA COLOMBIE-BRITANNIQUE : signed in the province of _____________, this ______ day of _____________, 201_ / Signé dans la province de _____________ le __________________201_.

______________________________ ______________________________

Her Majesty the Queen in Right of British Columbia as represented by/Sa Majesté la Reine du chef de la Colombie-Britannique représentée par : the Honourable John Rustad, Minister, Aboriginal Relations and Reconciliation/ l'honorable John Rustad, ministre - Aboriginal Relations and Reconciliation

Witnessed by/Témoin : _______________
__________________________/
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INTRODUCTION

This Agreement incorporates all minor changes agreed to by the Parties in Minor Change Agreement #1 dated November 27, 2012 and Minor Change Agreement #2 dated November 29, 2013.

TABLE OF CONTENTS

PREAMBLE 1
CHAPTER 1 – DEFINITIONS 3
CHAPTER 2 – GENERAL PROVISIONS 23
CHAPTER 3 – LANDS 41
CHAPTER 4 – LAND TITLE 67
CHAPTER 5 – ACCESS 77
CHAPTER 6 – ROADS AND RIGHTS OF WAY 85
CHAPTER 7 – WATER 91
CHAPTER 8 – FOREST RESOURCES 97
CHAPTER 9 – FISHERIES 101
CHAPTER 10 – WILDLIFE 131
CHAPTER 11 – MIGRATORY BIRDS 141
CHAPTER 12 – TLA'AMIN ROLE OUTSIDE TLA'AMIN LANDS 149
CHAPTER 13 – ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL PROTECTION 157
CHAPTER 14 – CULTURE AND HERITAGE 161
CHAPTER 15 – GOVERNANCE 167
CHAPTER 16 – LOCAL AND REGIONAL GOVERNMENT RELATIONS 199
CHAPTER 17 – TRANSITION 203
CHAPTER 18 – CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT 207
CHAPTER 19 – RESOURCE REVENUE SHARING 215
CHAPTER 20 – FISCAL RELATIONS 217
CHAPTER 21 – TAXATION 223
CHAPTER 22 – ELIGIBILITY AND ENROLMENT 229
CHAPTER 23 – RATIFICATION 239
CHAPTER 24 – IMPLEMENTATION 245
CHAPTER 25 – AMENDMENT 247
CHAPTER 26 – DISPUTE RESOLUTION 251

PREAMBLE

WHEREAS:

A. The Tla'amin Nation is an aboriginal people of Canada;

B. The Tla'amin Nation asserts that it has used, occupied and governed its traditional territory from time immemorial;

C. The Tla'amin Nation has never entered into a treaty or land claims agreement with the Crown;

D. Section 35 of the *Constitution Act, 1982* recognizes and affirms the existing aboriginal and treaty rights of the aboriginal peoples of Canada and the courts have stated that aboriginal rights include aboriginal title;

E. The Tla'amin Nation's existing aboriginal rights are recognized and affirmed by the *Constitution Act, 1982*;

F. The courts have stated that reconciliation of the prior presence of aboriginal people and the assertion of sovereignty by the Crown is best achieved through negotiation and agreement rather than through litigation;

G. The Parties have negotiated this Agreement to provide a basis for this reconciliation and the establishment of a new relationship on a government-to-government basis;

H. The negotiations of this Agreement have been conducted in an atmosphere of mutual respect and openness;

I. The Parties have negotiated this Agreement under the British Columbia treaty process;

J. The Parties desire certainty in respect of the Tla'amin Nation's ownership and use of lands and resources, the Tla'amin Nation's law-making authority and the relationship of Federal Law, Provincial Law and Tla'amin Law;

K. The Parties have negotiated this Agreement to provide certainty by agreeing to the continuation of the Tla'amin Nation's existing aboriginal rights as treaty rights set out in this Agreement, rather than by extinguishment of those rights;

L. Tla'amin people are Coast Salish people who speak the Tla'amin language and who assert that their heritage, history and culture, including their language and religion, are tied to the lands and waters surrounding the northern Gulf of Georgia;

M. It is an important objective of the Tla'amin Nation to preserve, protect and enhance Tla'amin heritage, language and culture;

N. The Tla'amin Nation asserts that it has an inherent right to self-government, and the Government of Canada has negotiated self-government in this Agreement based on its policy that the inherent right to self-government is an existing aboriginal right within the meaning of section 35 of the *Constitution Act, 1982*; and

O. This Agreement provides for Tla'amin Government and sets out authorities exercisable by the Tla'amin Nation through Tla'amin Government;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

CHAPTER 1 – DEFINITIONS

In this Agreement:

"Adequate Survey" means a survey that:

a. accurately and unambiguously describes the extent of a parcel of land, including the location of the natural boundary, to current technical survey standards having regard to current posting requirements with permanent survey monuments at all corners;

b. is prepared by a British Columbia Land Surveyor and determined to be acceptable by the Surveyor General of British Columbia; and

c. if prepared from a combination of new field work and existing records has:

  i. been prepared from records that date after 1970;

  ii. monuments that have been verified in good condition by a British Columbia Land Surveyor; and

  iii. an accurately depicted natural boundary verified by a British Columbia Land Surveyor;

"Administrative Penalty" means a sanction or monetary penalty assessed and imposed under a statutory regime in which liability for breach of a regulatory requirement and the sanction or quantum of the monetary penalty are determined through an administrative process, rather than through prosecution or through an action in the civil courts;

"Agreed Upon Programs and Services" means those programs and services, set out in a Fiscal Financing Agreement, that will be made available by the Tla'amin Nation and towards which Canada or British Columbia agree to contribute funding;

"Agreement" means this agreement among the Tla'amin Nation, Canada and British Columbia and the Schedules and Appendices to this agreement;

"Ahgykson" means the lands referred to as "Former Harwood Island Indian Reserve No. 2" and described in Part 1 of Appendix C-1 and identified for illustrative purposes in Map 2, Part 2 of Appendix C-1;

"Aquatic Plants" includes all benthic and detached algae, brown algae, red algae, green algae, golden algae and phytoplankton, and all marine and freshwater flowering plants, ferns and mosses, growing in water or in soils that are saturated during most of the growing season;

"Archaeological Human Remains" means human remains that are likely of aboriginal ancestry and not the subject of a police or coroner investigation;

"Atlas" means the Tla'amin Final Agreement Atlas as signed by the Parties and as amended from time to time in accordance with this Agreement, which consists of the authoritative version of the maps and plans shown at reduced scale for ease of reference in Appendices A, B, C, D, E, F, I, K, N, O, P, Q, R, S, T and U of this Agreement;

"Available Flow" means the volume of flow of water, determined by British Columbia, to be above that required:

a. to ensure conservation of Fish and Stream habitats;

b. to continue navigability;

c. under Water Licences issued for the Sliammon Creek watershed:

  i. issued before June 6, 2003;

  ii. issued pursuant to an application made before June 6, 2003; and

  iii. issued pursuant to water reservations established before June 6, 2003; and

d. under Water Licences other than for the Sliammon Creek watershed:

  i. issued before February 27, 2008;

  ii. issued pursuant to an application made before February 27, 2008; and

  iii. issued pursuant to water reservations established before February 27, 2008,

and taking into account any applicable requirements under Federal and Provincial Law;

"Basic Harvest" means the annual harvest of that species of Fish or Aquatic Plant by the Tla'amin Nation for Domestic Purposes for each year in the base period for the species;

"British Columbia" means, unless the context otherwise requires, Her Majesty the Queen in right of the Province of British Columbia;

"British Columbia Building Code" means the building code established for British Columbia under the *Local Government Act*;

"British Columbia Land Surveyor" means a "practising land surveyor" as defined in the *Land Surveyors Act*;

"Canada" means, unless the context otherwise requires, Her Majesty the Queen in right of Canada;

"Capital Transfer" means an amount paid by Canada to the Tla'amin Nation under the Capital Transfer and Negotiation Loan Repayment Chapter;

"Capital Transfer Payment Plan" means the timetable for the payment of the Capital Transfer set out in Schedule 1 of the Capital Transfer and Negotiation Loan Repayment Chapter;

"Child" means an individual under the age of majority under Provincial Law;

"Child Care" means the care, supervision, social or educational training, including preschool education, or physical or mental rehabilitative therapy of Children under the age of 13 years, with or without charge, by caregivers other than the Child's parents or the individual with whom the Child resides and who stands in the place of the Child's mother or father, but does not include an educational program provided under the *School Act* or the *Independent School Act* or a Tla'amin Law under paragraph 103 of the Governance Chapter;

"Child in Care" means a Child who is in the custody, care or guardianship of a Director or an individual with comparable authority under Tla'amin Law;

"Child in Need of Protection" means a Child in need of protection under the *Child, Family and Community Services Act*;

"Child Protection Service" means a service that provides for:

a. the protection of Children from abuse, neglect or harm, or the threat of abuse, neglect or harm, and any need for intervention;

b. the custody, care and guardianship responsibilities of Children in Care;

c. the support of families and caregivers to provide a safe environment and prevent abuse, neglect or harm, or the threat of abuse, neglect or harm; and

d. the support of kinship ties and a Child's attachment to the extended family;

"Citizenship Register" means a list of individuals who have been enrolled under this Agreement in accordance with the Eligibility and Enrolment Chapter;

"Community Correctional Services" means:

a. community supervision of offenders subject to court orders, including youth justice court orders, and offenders on conditional and interim release, including temporary release from a youth custody centre;

b. preparation of reports for courts, correctional centres, youth custody centres, Crown counsel and parole boards;

c. supervision of diverted offenders and development and operation of diversion programs;

d. community-based programs and interventions for offenders, including alternatives to custody programs;

e. identification of and referral to appropriate community resources;

f. programs to meet the needs of youth in conflict with the law; and

g. other community correctional and community youth justice services as may be delivered by Canada or British Columbia;

"Conflict" means an actual conflict in operation or operational incompatibility;

"Consult" and **"Consultation"** mean provision to a Party or other person of:

a. notice of a matter to be decided, in sufficient detail to permit the Party or person to prepare its views on the matter;

b. in consultations between the Parties or persons, where requested by a Party or person, sufficient information in respect of the matter to permit the Party or person to prepare its views on the matter;

c. a reasonable period of time to permit the Party or person to prepare its views on the matter;

d. an opportunity for the Party or person to present its views on the matter; and

e. a full and fair consideration of any views on the matter presented by the Party or person;

"Contaminated Site" means "contaminated site" as defined in the *Environmental Management Act*;

"Contamination" means "contamination" as defined in the *Environmental Management Act*;

"Crown" means Canada or British Columbia, as the case may be;

"Cultural Purposes" means the use of Monumental Cedar and Cypress for a purpose that:

a. was integral to Tla'amin culture before contact;

b. is primarily for totem poles, dugout canoes or long beams or posts to build longhouses, community halls or similar community structures; and

c. is not carried out for profit, commercial purpose, Trade and Barter, individual or community gain, residential building construction, structures associated with a residential building or for providing firewood for individual needs;

"Designated Migratory Bird Population" means a population of a species of Migratory Birds that has been designated by the Minister in accordance with paragraph 45 of the Migratory Birds Chapter;

"Direct" has the same meaning, for the purposes of distinguishing between a direct tax and an indirect tax, as in class 2 of section 92 of the *Constitution Act, 1867*;

"Director" means an individual designated as director by the Minister under the *Child, Family and Community Service Act* or the *Adoption Act*;

"Disagreement" means a dispute or negotiation to which the Dispute Resolution Chapter applies as described in paragraph 6 of that Chapter;

"Domestic Purposes" means food, social and ceremonial purposes;

"Effective Date" means the date, agreed to by the Parties, on which this Agreement takes effect;

"Eligible Voter" means an individual who:

a. is eligible to vote in accordance with paragraph 8 of the Ratification Chapter; or

b. votes under paragraph 9 and whose vote is counted under paragraph 10 of the Ratification Chapter;

"Enhancement Initiative" means an initiative that is intended to result in an increase in the abundance or variety of a species or stock of Fish through:

a. the creation of, or artificial improvement to, Fish habitat; or

b. the application of Fish culture technology;

"Enrolment Appeal Board" means the board established under paragraph 21 of the Eligibility and Enrolment Chapter;

"Enrolment Committee" means the committee established under paragraph 12 of the Eligibility and Enrolment Chapter;

"Environment" means the components of the Earth and includes:

a. air, land and water, including all layers of the atmosphere;

b. all organic and inorganic matter and living organisms; and

c. the interacting natural systems that include components referred to in subparagraphs a and b;

"Environmental Emergency" means an uncontrolled, unplanned or accidental release, or release in contravention of laws or regulations, of a substance into the Environment, or the reasonable likelihood of such a release into the Environment, that:

a. has or may have an immediate or long term harmful effect on the Environment;

b. constitutes or may constitute a danger to the Environment on which human life depends; or

c. constitutes or may constitute a danger in Canada to human life or health;

"Federal Expropriating Authority" means a federal department or agency or any person with the authority to expropriate land or an interest in land under Federal Law;

"Federal and Provincial Law" means Federal Law and Provincial Law;

"Federal Law" includes federal statutes, regulations, ordinances, orders-in-council and the common law;

"Federal or Provincial Law" means Federal Law or Provincial Law;

"Federal Project" means a "project", as defined in the *Canadian Environmental Assessment Act*, that is subject to an environmental assessment under that Act;

"Federal Settlement Legislation" means the Act of Parliament that gives effect to this Agreement;

"First Nation Government in British Columbia" means the government of a First Nation in British Columbia that has a treaty or a land claims agreement in effect with Canada and British Columbia;

"Fiscal Financing Agreement" means an agreement negotiated among the Parties in accordance with the Fiscal Relations Chapter;

"Fish" means:

a. fish, shellfish, crustaceans and marine animals excluding cetaceans;

b. the parts of fish, shellfish, crustaceans and marine animals excluding cetaceans; and

c. the eggs, sperm, spawn, larvae, spat, juvenile stages and adult stages of fish, shellfish, crustaceans and marine animals excluding cetaceans;

"Fish Fund" has the meaning ascribed to it in the initial Fiscal Financing Agreement;

"Foreshore" means land between the high water mark and the low water mark;

"Forest Practices" means timber harvesting, road construction, road maintenance, road use, road deactivation, silviculture treatments and other related activities, including grazing for the purposes of brushing, botanical forest product collecting and fire use, but does not include timber marking or scaling, manufacture of timber or export of timber;

"Forest Resources" means all Timber Resources and Plants, but does not include Aquatic Plants;

"Former Kahkaykay Indian Reserve No. 6" means the Former Sliammon Indian Reserve described in Part 1 of Appendix C-1 and identified for illustrative purposes in Map 6, Part 2 of Appendix C-1;

"Former Sliammon Indian Reserve No. 1" means the Former Sliammon Indian Reserve described in Part 1 of Appendix C-1 and identified for illustrative purposes in Map 1, Part 2 of Appendix C-1;

"Former Sliammon Indian Reserves" means the lands that:

a. were, on the day before the Effective Date, Indian Reserves set apart for the use and benefit of the Sliammon Indian Band; and

b. are described in Part 1 of Appendix C-1 and identified for illustrative purposes in Part 2 of Appendix C-1 as "Former Sliammon Indian Reserves";

"Former Tokenatch Indian Reserve No. 5" means the Former Sliammon Indian Reserve described in Part 1 of Appendix C-1 and identified for illustrative purposes in Map 5, Part 2 of Appendix C-1;

"Former Toquana Indian Reserve No. 4" means the Former Sliammon Indian Reserve described in Part 1 of Appendix C-1 and identified for illustrative purposes in Map 4, Part 2 of Appendix C-1;

"Fossils" means remains, traces or imprints of animals or Plants that have been preserved in rocks, and includes bones, shells, casts and tracks;

"Framework Agreement on First Nation Land Management" means the agreement entered into between Canada and thirteen First Nations in 1996 in respect of First Nation land management as amended;

"Geothermal Resources" means the natural heat of the Earth and all substances that derive thermal energy from it, including steam, water and water vapour heated by the natural heat of the Earth and all substances dissolved in the steam, water and water vapour, but does not include:

a. water that has a temperature less than 80°C at the point where it reaches the surface; or

b. hydrocarbons;

"Groundwater" means water below the surface of the ground;

"Heritage Site" means a site of archaeological, historical or cultural significance and includes graves and burial sites;

"Implementation Committee" means the committee established under paragraph 4 of the Implementation Chapter;

"Implementation Plan" means the plan described in paragraph 2 of the Implementation Chapter;

"Independent Regulatory Agency" means a federal statutory body, including the National Energy Board and the Canadian Nuclear Safety Commission, which, in the exercise of regulatory or licensing powers, is not subject to specific control or direction by the federal government notwithstanding that it may be subject to general direction whether by guidelines, regulations or directives, or that its decisions may be subject to approval, variance or rescission by Canada;

"Indian" means an "Indian" as defined in the *Indian Act*;

"Indian Band" means a "band" as defined in the *Indian Act*;

"Indian Reserve" means a "reserve" as defined in the *Indian Act*;

"Intellectual Property" includes any intangible property right resulting from intellectual activity in the industrial, scientific, literary or artistic fields, including any rights relating to patents, copyrights, trademarks, industrial designs or plant breeders' rights;

"International Legal Obligation" means an obligation binding on Canada under international law, including those that are in force before, on or after the Effective Date;

"International Treaty" means an agreement governed by international law and concluded in written form:

a. between states; or

b. between one or more states and one or more international organizations,

whether that agreement is embodied in a single instrument or in two or more related instruments and whatever its particular designation;

"International Tribunal" means any international court, committee, treaty body, tribunal, arbitral tribunal or other international mechanism or procedure which has jurisdiction to consider the performance of Canada with regard to the International Legal Obligation in question;

"Intertidal Bivalves" means Manila clams, littleneck clams, butter clams, horse clams, softshell clams, varnish clams, blue mussels, California mussels, cockles and oysters;

"Joint Fisheries Committee" means the committee established under paragraph 85 of the Fisheries Chapter;

"Land Title Office" means the Land Title Office, as established and described in the *Land Title Act*;

"Local Government" means a "local government" as defined in the *Local Government Act*;

"Logs" means logs of all species of wood which are controlled under Canada's Export Control List, Group 5, Item number 5101, pursuant to section 3(1)(e) of the *Export and Import Permits Act*;

"Lois Harvest Area" means the area identified as "Lois Harvest Area" in Appendix Q;

"Lund Hotel Parcels" means the lands described in Part 1 of Appendix C-3 and identified for illustrative purposes in Part 2 of Appendix C-3 as the "Lund Hotel Parcels";

"Marine Protected Area" means a marine protected area as described in subsection 35(1) of the *Oceans Act*;

"Migratory Bird Sanctuary" means an area described in the schedule to the *Migratory Bird Sanctuary Regulations*;

"Migratory Birds" means "migratory birds" as defined under Federal Law enacted further to international conventions and, for greater certainty, includes their eggs and inedible byproducts such as feathers and down;

"Mineral" means an ore of metal or natural substance that can be mined and includes:

a. rock and other materials from mine tailings, dumps and previously mined deposits of minerals;

b. dimension stone; and

c. precious and base minerals;

"Minister" means the federal or provincial minister having responsibility for the exercise of powers in relation to the matter in question and any individual with authority to act in respect of the matter in question;

"Monumental Cedar and Cypress" means a *Thuja plicata* (western red cedar) or a *Chamaecyparis nootkatensis* (cypress or yellow cedar) that is:

a. approximately 250 years or older; and

b. at least 100 centimetres diameter at 1.3 meters above germination point;

"National Historic Site" means a site, building or other place of national historic interest or significance that is commemorated under section 3 of the *Historic Sites and Monuments Act;*

"National Marine Conservation Area" means lands and water areas named and described in the schedules to the *Canada National Marine Conservation Areas Act* and includes a national marine conservation area reserve;

"National Park" means lands and waters named and described in the schedules to the *Canada National Parks Act* and includes a national park reserve;

"National Wildlife Area" means a national wildlife area as defined under Federal Law;

"Natural Gas" means all fluid hydrocarbons that are not defined as Petroleum, and includes coalbed gas and hydrogen sulphide, carbon dioxide and helium produced from a well;

"Negotiation Loan Repayment Plan" means the timetable for the repayment of the negotiation loan set out in Schedule 2 of the Captial Transer and Negotiation Loan Repayment Chapter;

"Neutral" means an individual appointed to assist the Parties to resolve a Disagreement and, except in subparagraph 23.e of the Dispute Resolution Chapter, includes an arbitrator;

"Neutral Appointing Authority" means the British Columbia International Commercial Arbitration Centre or, where the Centre is unavailable to make a required appointment, any other independent and impartial body or individual acceptable to the Parties;

"Non-Allocated Species" means a species of Fish or Aquatic Plant for which a Tla'amin Fish Allocation has not been established under this Agreement;

"Non-Member" means an individual who has reached the age of majority under Provincial Law, is ordinarily resident on Tla'amin Lands and is not a Tla'amin Citizen;

"Official Voters List" means the list of Eligible Voters prepared by the Ratification Committee under paragraph 7 of the Ratification Chapter;

"Other Tla'amin Lands" means the lands described in Part 1 of Appendix D and identified for illustrative purposes in Part 2 of Appendix D as "Other Tla'amin Lands";

"Parties" means the Tla'amin Nation, Canada and British Columbia and "Party" means any one of them;

"Payment Date" means each of the first 50 anniversaries of the Effective Date of this Agreement;

"Periodic Review Date" means the 15th anniversary of the Effective Date or a date that occurs every 15 years after that date;

"Person" for the purposes of the Taxation Chapter, includes an individual, a partnership, a corporation including a Crown corporation, a trust, an unincorporated association or other entity or government or any agency or political subdivision thereof, and their heirs, executors, administrators and other legal representatives;

"Petroleum" means crude petroleum and all other hydrocarbons, regardless of specific gravity, that are or can be recovered in liquid form from a pool or that are or can be recovered from oil sand or oil shale;

"Placer Mineral" means an ore of metal, including all base and precious metals, and every natural substance that can be mined and that is either loose, or found in fragmentary or broken rock that is not talus rock and occurs in loose earth, gravel and sand, and includes rock or other materials from placer mine tailings, dumps and previously mined deposits of placer minerals;

"Plants" means all flora and fungi, but does not include Aquatic Plants or Timber Resources except for the bark, branches, burls, cones, foliage and roots of Timber Resources;

"Powell-Daniels Harvest Area" means the area identified as "Powell-Daniels Harvest Area" in Appendix Q;

"Private Lands" means land that is not Crown land;

"Protected Area" means provincial Crown land established or designated as a provincial park, ecological reserve, conservancy or protected area under Provincial Law;

"Provincial Crown Roads" means a road under the administration and control of British Columbia;

"Provincial Expropriating Authority" means a provincial ministry or agency or any person with the authority to expropriate land or an interest in land under Provincial Law;

"Provincial Law" includes provincial statutes, regulations, ordinances, orders-in-council and the common law;

"Provincial Project" means a "reviewable project", as defined in the *Environmental Assessment Act*, that is subject to an environmental assessment under that Act;

"Provincial Public Planning Process Area" means the area set out in Appendix S;

"Provincial Settlement Legislation" means the Act of the Legislature that gives effect to this Agreement;

"Public Planning Process" means a public planning process established by British Columbia to develop:

a. regional or strategic land or resource use management plans or guidelines, including land and resource management plans, landscape unit plans and integrated watershed plans;

b. Protected Areas and their management plans; or

c. public plans or guidelines for specific sectors such as commercial recreation and agriculture, but not operational plans that give specific direction to government staff;

"Public Utility" means a person, or the person's lessee, trustee, receiver or liquidator that owns or operates in British Columbia equipment or facilities for the:

a. production, gathering, generating, processing, storage, transmission, sale, supply, distribution or delivery of petroleum (including petroleum products or byproducts), gas (including natural gas, natural gas liquids, propane and coalbed gas), electricity, steam, water, sewage, or any other agent for the production of light, heat, cold or power; or

b. emission, conveyance, transmission or reception of information, messages or communications by guided or unguided electromagnetic waves, including systems of cable, microwave, optical fibre or radio communications, if that service is offered to the public for compensation,

and for the purposes of this definition, "person" includes a partnership and a corporation, including a Crown corporation or agent of the Crown;

"Railway" means a company, established under Federal or Provincial Law, authorized to construct and operate a railway. For greater certainty, railway, as used in this definition, includes:

a. all branches, extensions, sidings, stations, depots, wharves, rolling stock, equipment, works, property and works connected with the railway and all railway bridges, tunnels or other structures connected with the railway; and
b. communications or signalling systems and related facilities and equipment used for railway purposes;

"Range Practices" means:

a. grazing of livestock;

b. cutting of hay;

c. activities relating to grazing of livestock or cutting of hay; or

d. activities related to constructing, modifying or maintaining a structure, an excavation, a livestock trail or an improvement to forage quality or quantity for purposes of range development;

"Ratification Committee" means the committee established under paragraph 5 of the Ratification Chapter;

"Ratification Votes" means the votes conducted by the Ratification Committee for the ratification of the Tla'amin Constitution and this Agreement;

"Registrar" means a "registrar" as defined in the *Land Title Act*;

"Resource Revenue Payment" means a resource revenue payment calculated in accordance with the formula set out in the Resource Revenue Sharing Chapter;

"Review Period" means a time period beginning on a Periodic Review Date and ending on a date six months later or another date as the Parties may agree;

"Right of Way" means a defined portion of Tla'amin Lands on which a grant is given by the Tla'amin Nation for a specified use, including use for a public or private road, or a Public Utility;

"Safety and Well-Being of Children" includes the principle that the cultural identity of aboriginal children should be preserved and those other guiding principles under section 2 of the *Child, Family and Community Service Act*;

"Sales Tax Collection Agreement" means the Sales Tax Collection Agreement entered into between Canada and the Sliammon Indian Band on August 23, 1999 as amended from time to time;

"Sliammon Indian Band" means the Sliammon Indian Band which was, on the day before the Effective Date, a "band" as defined in the *Indian Act*;

"Specific Claim Settlement" means any sum paid by Canada in settlement of a claim brought under the Specific Claims Policy or the *Specific Claims Tribunal Act*;

"Specific Claims Policy" means the policy described in Canada's *Specific Claims Policy and Process Guide* (2009);

"State of Title Certificate" means a certificate issued under the *Land Title Act* as evidence of a registered interest in Tla'amin Lands in the form set out in Document 1 of Appendix F-6;

"Stewardship Activities" means activities conducted for the assessment, monitoring, protection and management of Fish and Fish habitat;

"Stream" means a natural watercourse or source of water supply, whether usually containing water or not, and a lake, river, creek, spring, ravine, swamp and gulch, but does not include Groundwater;

"Submerged Lands" means land below the "natural boundary" as that term is defined in the *Land Act*;

"Subsurface Resources" include the following:

a. earth, including diatomaceous earth, soil, peat, marl, sand and gravel;

b. slate, shale, argillite, limestone, marble, clay, gypsum, volcanic ash and rock;

c. Minerals, including Placer Minerals;

d. coal, Petroleum and Natural Gas;

e. Fossils; and

f. Geothermal Resources;

"Sunshine Coast Trail" means the unofficial footpath as it exists on the Effective Date and which is identified for illustrative purposes in Part 1 of Appendix K;

"Surrendered Lands" means "surrendered lands" as defined in the *Indian Act*;

"Theodosia Harvest Area" means the area identified as the "Theodosia Harvest Area" in Appendix Q;

"Timber Resources" means trees whether standing, fallen, living, dead, limbed, bucked or peeled;

"Tla'amin Annual Fishing Plan" means a fishing plan described in the Fisheries Chapter;

"Tla'amin Archaeological Human Remains" means Archaeological Human Remains that are determined to be of Tla'amin ancestry;

"Tla'amin Area" means the area set out in Appendix A;

"Tla'amin Artifact" means any object created by, traded to, commissioned by or given as a gift to a Tla'amin individual or Tla'amin community, or that originated from a Tla'amin community, and that has past and ongoing importance to Tla'amin culture or spiritual practices, but does not include any object traded to, commissioned by or given as a gift to another aboriginal group or person;

"Tla'amin Capital" means all land, cash and other assets transferred to, or recognized as owned by, the Tla'amin Nation under this Agreement;

"Tla'amin Child" means a Child who is a Tla'amin Citizen;

"Tla'amin Citizen" means an individual who is enrolled under this Agreement in accordance with the Eligibility and Enrolment Chapter;

"Tla'amin Constitution" means the constitution of the Tla'amin Nation described in the Governance Chapter;

"Tla'amin Corporation" means a corporation that is incorporated under Federal or Provincial Law, all of the shares of which, except any qualifying shares that directors are required to own under Federal or Provincial Law, are owned, directly or indirectly, legally and beneficially by:

a. the Tla'amin Nation;

b. one or more trusts that is resident in Canada and is for the sole benefit of the Tla'amin Nation; or

c. any combination of the persons set out in subparagraphs a and b;

"Tla'amin Family" means a family where one or both parents or guardians live together with one or more Children and:

a. at least one of the parents or guardians is a Tla'amin Citizen; or

b. at least one of the Children is a Tla'amin Child;

"Tla'amin Fish Allocation" means in respect of a right to harvest Fish and Aquatic Plants:

a. a defined harvest quantity or quota;

b. a formula defining a harvest quantity or quota; or

c. a defined harvest area within the Tla'amin Fishing Area;

"Tla'amin Fishing Area" means:

a. for all species of Fish and Aquatic Plants other than herring, the area described in Part 1 of Appendix N-1 and identified for illustrative purposes in Part 2 of Appendix N-1 as the "Tla'amin Fishing Area"; and

b. for herring, the area described in Part 1 of Appendix N-2 and identified for illustrative purposes in Part 2 of Appendix N-2 as the "Tla'amin Herring Fishing Area";

"Tla'amin Fishing Right" means the right to harvest Fish and Aquatic Plants set out in paragraph 1 of the Fisheries Chapter;

"Tla'amin Government" means the government of the Tla'amin Nation referred to in paragraph 2 of the Governance Chapter;

"Tla'amin Harvest Document" means any fishing licence, permit or document, or amendment thereto, issued by the Minister under Federal or Provincial Law in respect of the Tla'amin Fishing Right;

"Tla'amin Institution" means Tla'amin Government or a Tla'amin Public Institution;

"Tla'amin Lands" means the lands set out in Appendix C;

"Tla'amin Law" means a law made pursuant to the Tla'amin Nation law-making authority set out in this Agreement and includes the Tla'amin Constitution;

"Tla'amin Nation" means the collectivity of those individuals eligible to be enrolled under this Agreement;

"Tla'amin Nation Certificate" means a certificate issued by the Tla'amin Nation as described under subparagraph 13.b of the Land Title Chapter;

"Tla'amin People" means those individuals who are eligible to be enrolled under this Agreement in accordance with the Eligibility and Enrolment Chapter;

"Tla'amin Plant Gathering Area" means the area set out in Appendix T;

"Tla'amin Private Lands" means those Tla'amin Lands designated as Tla'amin Private Lands by the Tla'amin Nation;

"Tla'amin Project" means a project on Tla'amin Lands that is subject to an environmental assessment under Tla'amin Law;

"Tla'amin Public Institution" means a body, board, commission or any other similar entity established under Tla'amin Law, including a school board or health board, but for greater certainty does not include Tla'amin Government;

"Tla'amin Public Lands" means Tla'amin Lands other than Tla'amin Private Lands;

"Tla'amin Public Officer" means:

a. an officer or employee of the Tla'amin Nation or a Tla'amin Institution;

b. a member, commissioner, director or trustee of a Tla'amin Public Institution;

c. a director, officer or employee of a Tla'amin Corporation whose principal function is to provide programs or services reasonably similar to those provided by federal, provincial or municipal governments, rather than to engage in commercial activities;

d. a volunteer who participates in the delivery of programs or services by a body referred to in subparagraphs a and c, under the supervision of a director, officer or employee of that body; or

e. an election official within the meaning of Tla'amin Law;

"Tla'amin Records" means records including any correspondence, memoranda, books, plans, maps, drawings, diagrams, pictorial or graphic work, photographs, films, microforms, sound recordings, videotape, machine readable records and any other documentary material regardless of physical form or characteristics and any copy thereof that document Tla'amin culture;

"Tla'amin Right to Gather Plants" means the right to gather Plants set out in paragraph 16 of the Tla'amin Role Outside Tla'amin Lands Chapter;

"Tla'amin Right to Harvest Migratory Birds" means the right to harvest Migratory Birds set out in paragraph 1 of the Migratory Birds Chapter;

"Tla'amin Right to Harvest Wildlife" means the right to harvest Wildlife set out in paragraph 1 of the Wildlife Chapter;

"Tla'amin Road" means any road on Tla'amin Lands under the administration and control of the Tla'amin Nation;

"Tla'amin Section 35 Rights" means the rights, anywhere in Canada, of the Tla'amin Nation, that are recognized and affirmed by section 35 of the *Constitution Act, 1982*;

"Total Allowable Migratory Bird Harvest" means the maximum number of a Designated Migratory Bird Population that may be harvested in a specified period of time;

"Trade and Barter" does not include sale;

"Transaction Tax" includes a tax imposed under:

a. the *Carbon Tax Act*;

b. section 4 of the *Insurance Premium Tax Act*;

c. the *Motor Fuel Tax Act*;

d. the *Property Transfer Tax Act*;

e. the *Provincial Sales Tax Act*;

f. the *Tobacco Tax Act*; and

g. Part IX of the *Excise Tax Act*;

"Water Licence" means a licence, approval or other authorization under Provincial Law for the storage, diversion, extraction or use of water, and for the construction, maintenance and operation of works;

"Wildfire Suppression Agreement" means an agreement entered into by Canada, British Columbia and the Tla'amin Nation under paragraph 15 of the Forest Resources Chapter;

"Wildlife" means:

a. all vertebrate and invertebrate animals, including mammals, birds, reptiles and amphibians; and

b. the eggs, juvenile stages and adult stages of all vertebrate and invertebrate animals,

but does not include Fish or Migratory Birds; and

"Wildlife and Migratory Birds Harvest Area" means the area identified as the "Wildlife and Migratory Birds Harvest Area" in Appendix P of this Agreement, but does not include lands that are owned by Canada or lands that are administered or occupied by the Minister of National Defence, or areas temporarily being used for military training from the time that notice has been given to the Tla'amin Nation until the temporary use is completed.

CHAPTER 2 – GENERAL PROVISIONS

NATURE OF THIS AGREEMENT

1. This Agreement is a treaty and a land claims agreement within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

AGREEMENT IS BINDING

2. This Agreement is binding on the Parties and all persons.

3. The Parties and all persons are entitled to rely on this Agreement.

4. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, that Federal Settlement Legislation and Provincial Settlement Legislation provide that this Agreement is approved, given effect, declared valid and has the force of law.

REPRESENTATIONS AND WARRANTIES

5. The Tla'amin Nation represents and warrants to Canada and British Columbia that, in relation to the matters dealt with in this Agreement, it has the authority to enter into this Agreement on behalf of all individuals who, based on their identity as Tla'amin People, may exercise any aboriginal rights, including aboriginal title, in Canada, or may make any claims to those rights.

6. Canada and British Columbia represent and warrant to the Tla'amin Nation that, in relation to the matters dealt with in this Agreement, they have the authority to enter into this Agreement within their respective authorities.

CONSTITUTION OF CANADA

7. This Agreement does not alter the Constitution of Canada, including:
    a. the distribution of powers between Canada and British Columbia;
    b. the identity of the Tla'amin Nation as an aboriginal people of Canada within the meaning of the *Constitution Act, 1982*; and
    c. sections 25 and 35 of the *Constitution Act, 1982*.

8. The *Canadian Charter of Rights and Freedoms*, including section 25, applies to the Tla'amin Nation in respect of all matters within its authority.

CHARACTER OF TLA'AMIN LANDS

9. There are no "Lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for the Tla'amin Nation and there are no Indian Reserves for the use and benefit of the Tla'amin Nation. For greater certainty, Tla'amin Lands are not "Lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* and are not Indian Reserves.

APPLICATION OF FEDERAL AND PROVINCIAL LAW

10. This Agreement prevails to the extent of an inconsistency or a Conflict with Federal or Provincial Law.

11. Federal Settlement Legislation prevails to the extent of a Conflict with other Federal Laws.

12. Provincial Settlement Legislation prevails to the extent of a Conflict with other Provincial Laws.

13. Federal and Provincial Law apply to the Tla'amin Nation, Tla'amin Institutions, Tla'amin Corporations, Tla'amin Citizens, Tla'amin Lands and Other Tla'amin Lands.

14. Where an authority or obligation of British Columbia referred to in this Agreement is based on a delegation of authority from Canada, the reference to British Columbia will be deemed to be a reference to Canada if:

    a. the delegation of that authority is revoked; or

    b. a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that the delegation of that authority is invalid.

15. Where an authority or obligation of Canada referred to in this Agreement is based on a delegation of authority from British Columbia, the reference to Canada will be deemed to be a reference to British Columbia if:

    a. the delegation of that authority is revoked; or

    b. a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that the delegation of that authority is invalid.

16. Any licence, permit, tenure or other authorization to be issued by Canada or British Columbia as a result of this Agreement will be issued under

Federal or Provincial Law, as the case may be, and will not be part of this Agreement. This Agreement prevails to the extent of an inconsistency with any such licence, permit, tenure or other authorization.

17. For greater certainty, paragraph 16 does not limit the obligation of the Minister to issue a Tla'amin Harvest Document under paragraph 76 of the Fisheries Chapter.

RELATIONSHIP OF LAWS

18. Notwithstanding any other rule of priority in this Agreement, Federal or Provincial Law prevails over Tla'amin Law to the extent of any Conflict involving a provision of a Tla'amin Law that has a double aspect with or an incidental impact on:

    a. any area of federal or provincial jurisdiction for which the Tla'amin Nation does not have any law-making authority; or

    b. any area of jurisdiction for which Federal or Provincial Law prevails.

19. For greater certainty, the Tla'amin Nation law-making authority under this Agreement does not extend to criminal law and procedure, Intellectual Property, official languages of Canada, aeronautics, navigation and shipping, or labour relations and working conditions.

20. Notwithstanding any other rule of priority in this Agreement, Federal Law prevails over Tla'amin Law to the extent of any Conflict involving a provision of a Tla'amin Law that Conflicts or is inconsistent with Federal Law in relation to peace, order and good government, criminal law, human rights, the protection of health and safety of all Canadians, or other matters of overriding national importance.

21. Canada will recommend to Parliament that Federal Settlement Legislation include a provision that, to the extent a Provincial Law does not apply of its own force to the Tla'amin Nation, Tla'amin Institutions, Tla'amin Corporations, Tla'amin Citizens, Tla'amin Lands or Other Tla'amin Lands, the Provincial Law will, subject to Federal Settlement Legislation and any other Act of Parliament, apply in accordance with this Agreement to the Tla'amin Nation, Tla'amin Institutions, Tla'amin Corporations, Tla'amin Citizens, Tla'amin Lands and Other Tla'amin Lands, as the case may be.

22. Unless otherwise provided in this Agreement, Tla'amin Law does not apply to Canada or British Columbia.

23. Tla'amin Law is of no force or effect to the extent of an inconsistency or Conflict with this Agreement.

INTERNATIONAL LEGAL OBLIGATIONS

24. After the Effective Date, before consenting to be bound by a new International Treaty that would give rise to a new International Legal Obligation that may adversely affect a right of the Tla'amin Nation under this Agreement, Canada will Consult with the Tla'amin Nation in relation to the International Treaty either separately or through a forum that Canada determines is appropriate.

25. Where Canada informs the Tla'amin Nation that it considers that a Tla'amin Law or other exercise of power by the Tla'amin Government causes Canada to be unable to perform an International Legal Obligation, the Tla'amin Nation and Canada will discuss remedial measures to enable Canada to perform the International Legal Obligation.

26. Subject to paragraph 27, the Tla'amin Nation will remedy the Tla'amin Law or other exercise of power by the Tla'amin Government to the extent necessary to enable Canada to perform the International Legal Obligation.

27. Subject to paragraph 29, where Canada and the Tla'amin Nation disagree over whether a Tla'amin Law or other exercise of power by the Tla'amin Government causes Canada to be unable to perform an International Legal Obligation, the dispute will be finally determined by arbitration under the Dispute Resolution Chapter, and:

    a. where the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions taken by Canada, determines that the Tla'amin Law or other exercise of power by the Tla'amin Government does not cause Canada to be unable to perform the International Legal Obligation, or that the remedial measures are sufficient to enable Canada to perform the International Legal Obligation, Canada will not take any further action for this reason aimed at changing the Tla'amin Law or other exercise of power by the Tla'amin Government; or

    b. where the arbitrator, having taken into account all relevant considerations, including any reservations and exceptions available to Canada, determines that the Tla'amin Law or other exercise of power by the Tla'amin Government causes Canada to be unable to perform the International Legal Obligation, or that the remedial measures are insufficient to enable Canada to perform the International Legal Obligation, the Tla'amin Nation will remedy the Tla'amin Law or other exercise of power by the Tla'amin Government to the extent necessary to enable Canada to perform the International Legal Obligation.

28. Canada will Consult with the Tla'amin Nation in relation to the development of positions taken by Canada before an International Tribunal where a Tla'amin Law or other exercise of power by the Tla'amin Government has given rise to an issue concerning the performance of an International Legal Obligation of Canada and Canada's positions before the International Tribunal will take into account the commitment of the Parties to the integrity of this Agreement.

29. Where there is a finding of an International Tribunal of non-performance of an International Legal Obligation of Canada attributable to a Tla'amin Law or other exercise of power by the Tla'amin Government, the Tla'amin Nation will, at the request of Canada, remedy the Tla'amin Law or other exercise of power by the Tla'amin Government to enable Canada to perform the International Legal Obligation consistent with the compliance of Canada or British Columbia, as applicable, with that International Legal Obligation.

APPLICATION OF THE *INDIAN ACT*

30. Subject to the Transition Chapter, the *Indian Act* does not apply to the Tla'amin Nation, Tla'amin Institutions, Tla'amin Citizens, Tla'amin Lands and Other Tla'amin Lands, except for:

    a. the purpose of determining whether an individual is an "Indian"; and

    b. section 87 of that Act in respect of Tla'amin Citizens prior to the dates set out in paragraph 16 of the Taxation Chapter.

31. Subject to paragraph 6 of the Transition Chapter, the Framework Agreement on First Nation Land Management, the *First Nations Land Management Act* and the *Sliammon First Nation Land Code* have no application to the Tla'amin Nation, Tla'amin Institutions, Tla'amin Citizens or Tla'amin Lands.

32. For so long as the *First Nations Land Management Act* is in force, Canada will indemnify the Tla'amin Nation, and the Tla'amin Nation will indemnify Canada, in relation to Former Sliammon Indian Reserves, in the same manner and under the same conditions as would be the case if that Act applied to those lands.

OTHER RIGHTS, BENEFITS AND PROGRAMS

33. Tla'amin Citizens who are Canadian citizens or permanent residents of Canada continue to be entitled to all of the rights and benefits for which they would otherwise be eligible as Canadian citizens or permanent residents of Canada.

34. Subject to paragraph 36, nothing in this Agreement affects the ability of the Tla'amin Nation, Tla'amin Institutions, Tla'amin Corporations or Tla'amin Citizens to participate in, or benefit from, programs established by Canada or British Columbia for aboriginal people, registered Indians or other Indians in accordance with criteria established for those programs from time to time.

35. Nothing in this Agreement affects the ability of the Tla'amin Nation, Tla'amin Institutions, Tla'amin Corporations or Tla'amin Citizens to apply for or bid on any commercial, economic or other activity or project for which they would otherwise be eligible.

36. Tla'amin Citizens are eligible to participate in programs established by Canada or British Columbia and to receive public services from Canada or British Columbia, in accordance with general criteria established for those programs or public services from time to time, to the extent that the Tla'amin Nation has not assumed responsibility for those programs or public services under a Fiscal Financing Agreement or other funding agreement.

COURT DECISIONS

37. Where a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that any provision of this Agreement is invalid or unenforceable:

    a. the Parties will make best efforts to amend this Agreement to remedy or replace the provision; and

    b. the provision will be severable from this Agreement to the extent of the invalidity or unenforceability and the remainder of this Agreement will be construed, to the extent possible, to give effect to the intent of the Parties.

38. No Party will challenge, or support a challenge to, the validity of any provision of this Agreement.

39. A breach of this Agreement by a Party does not relieve any Party from its obligations under this Agreement.

CERTAINTY

Full and Final Settlement

40. This Agreement constitutes the full and final settlement with respect to the Tla'amin Nation's aboriginal rights, including aboriginal title, in Canada.

Exhaustively Sets Out Rights

41. This Agreement exhaustively sets out Tla'amin Section 35 Rights, the attributes and the geographic extent of those rights, and the limitations to those rights, to which the Parties have agreed, and those rights are:

    a. the Tla'amin Nation's aboriginal rights, including aboriginal title, in Canada, modified as a result of this Agreement, in and to Tla'amin Lands and other lands and resources in Canada;

    b. the jurisdictions, authorities and rights of the Tla'amin Nation and Tla'amin Government; and

    c. the other Tla'amin Section 35 Rights.

Modification

42. Notwithstanding the common law, as a result of this Agreement and the Federal Settlement Legislation and Provincial Settlement Legislation, the Tla'amin Nation's aboriginal rights, including aboriginal title, as they existed anywhere in Canada before the Effective Date, including the attributes and the geographic extent of those rights, are modified, and continue as modified, as set out in this Agreement.

43. For greater certainty, the Tla'amin Nation's aboriginal title as it existed anywhere in Canada before the Effective Date, including its attributes and geographic extent, is modified and continues as the estates in fee simple to those areas identified in this Agreement as Tla'amin Lands and Other Tla'amin Lands.

Purpose of Modification

44. The purpose of the modification referred to in paragraph 42 is to ensure that as of the Effective Date:

    a. the Tla'amin Nation has, and can exercise, Tla'amin Section 35 Rights as set out in this Agreement, including the attributes and geographic extent of those rights, and the limitations to those rights, to which the Parties have agreed;

    b. Canada, British Columbia and all other persons can exercise their rights, authorities, jurisdictions and privileges in a manner consistent with this Agreement; and

    c. Canada, British Columbia and all other persons do not have any obligations in relation to any of the Tla'amin Nation's aboriginal rights, including aboriginal title, to the extent that they might be in any way other than, or different in attributes or geographic extent from, Tla'amin Section 35 Rights as set out in this Agreement.

45. For greater certainty, any aboriginal rights, including aboriginal title, that the Tla'amin Nation may have are not extinguished, but are modified and continue as modified as set out in this Agreement.

Release of Past Claims

46. The Tla'amin Nation releases Canada, British Columbia and all other persons from all claims, demands, actions or proceedings, of whatever kind, whether known or unknown, that the Tla'amin Nation ever had, now has or may have in the future, relating to or arising from any act or omission before the Effective Date that may have affected, interfered with or infringed any of the Tla'amin Nation's aboriginal rights, including aboriginal title, in Canada.

Indemnities

47. The Tla'amin Nation will indemnify and save harmless Canada or British Columbia, as the case may be, from any:

    a. costs, excluding fees and disbursements of solicitors and other professional advisors;

    b. damages;

    c. losses; or

    d. liabilities

    that Canada or British Columbia, respectively, may suffer or incur in connection with, or as a result of, any claims, demands, actions or proceedings relating to or arising out of any act or omission before the Effective Date that may have affected or infringed any of the Tla'amin Nation's aboriginal rights, including aboriginal title, in Canada.

48. The Tla'amin Nation will indemnify and save harmless Canada or British Columbia, as the case may be, from any:

    a. costs, excluding fees and disbursements of solicitors and other professional advisors;

    b. damages;

c. losses; or

d. liabilities

that Canada, or British Columbia, respectively, may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to or arising out of the existence of any aboriginal right, including aboriginal title, of the Tla'amin Nation in Canada that is other than, or different in attributes or geographical extent from, Tla'amin Section 35 Rights as set out in this Agreement.

49. A Party who is the subject of a claim, demand, action or proceeding that may give rise to a requirement to provide payment to that Party under an indemnity under this Agreement:

a. will vigorously defend the claim, demand, action or proceeding; and

b. will not settle or compromise the claim, demand, action or proceeding except with the consent of the Party who has granted that indemnity, which consent will not be arbitrarily or unreasonably withheld or delayed.

SPECIFIC CLAIMS

50. Nothing in this Agreement precludes the Tla'amin Nation from pursuing any claims, including any claims respecting Teeskwat, that fall within the scope of Canada's Specific Claims Policy, in accordance with that policy, the *Specific Claims Tribunal Act* or in court. For greater certainty, if the Tla'amin Nation pursues a specific claim in court, Canada reserves the right to plead all defenses available to it including limitation periods, laches and lack of admissible evidence.

51. For greater certainty, the Tla'amin Nation's claims referred to in paragraph 50 will not result in any land being declared to be, or being set aside as, "Lands reserved for the Indians" within the meaning of the *Constitution Act, 1867* for the Tla'amin Nation or an Indian Reserve for the use and benefit of the Tla'amin Nation.

OTHER ABORIGINAL PEOPLE

52. Nothing in this Agreement affects, recognizes or provides any rights under section 35 of the *Constitution Act, 1982* for any aboriginal people other than the Tla'amin Nation.

53. Where a superior court of a province, the Federal Court of Canada or the Supreme Court of Canada finally determines that any aboriginal people,

other than the Tla'amin Nation, have rights under section 35 of the *Constitution Act, 1982* that are adversely affected by a provision of this Agreement:

a. the provision will operate and have effect to the extent that it does not adversely affect those rights; and

b. where the provision cannot operate and have effect in a way that it does not adversely affect those rights, the Parties will make best efforts to amend this Agreement to remedy or replace the provision.

54. Where Canada or British Columbia enters into a treaty or a land claims agreement, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*, with another aboriginal people, and that treaty or land claims agreement adversely affects Tla'amin Section 35 Rights as set out in this Agreement, Canada or British Columbia, or both, as the case may be, will provide the Tla'amin Nation with additional or replacement rights or other appropriate remedies.

55. At the request of the Tla'amin Nation, the Parties will negotiate and attempt to reach agreement on the provision of those additional or replacement rights or other appropriate remedies under paragraph 54.

CONSULTATION

56. Neither Canada nor British Columbia has any obligation to Consult with the Tla'amin Nation except:

a. as provided for in this Agreement;

b. as provided for in Federal or Provincial Law;

c. as provided for in an agreement with the Tla'amin Nation other than this Agreement; and

d. as may be required at common law in relation to an infringement of a Tla'amin Section 35 Right.

57. Nothing in this Agreement, nor any action or authority taken, exercised or carried out by Canada or British Columbia in accordance with this Agreement will be, or will be interpreted to be, an infringement of a Tla'amin Section 35 Right.

PERIODIC REVIEW

58. The Parties recognize and acknowledge that this Agreement provides a foundation for an ongoing relationship amongst the Parties and commit to conducting a periodic review of this Agreement in accordance with paragraphs 59 to 65.

59. At least sixty days before each Periodic Review Date, each Party will provide the other Parties with written notice if the Party wishes to discuss a matter contemplated by paragraph 60, and if no notice is provided by any Party, the Parties will forego engaging in a review for that Review Period.

60. The purpose of the periodic review is to provide an opportunity for the Parties to meet and discuss:

    a. the practicability of the harmonization of the Tla'amin Nation's legal and administrative systems, including law-making authorities that are being exercised by the Tla'amin Nation, with those of Canada and British Columbia;

    b. the practicability of processes established by the Parties under this Agreement; and

    c. other matters in relation to the implementation of this Agreement as may be agreed to by the Parties in writing.

61. Unless the Parties otherwise agree, the discussion under paragraph 60 will take place on the Periodic Review Date and such other dates as the Parties agree, but will not exceed the applicable Review Period. Within 60 days of the end of that discussion each Party will provide the other Parties with its written response on any matter discussed during that Review Period.

62. The periodic review under paragraphs 58 to 65 and all discussions and information relating to the periodic review are without prejudice to the legal positions of the Parties, unless the Parties otherwise agree. Nothing made or done in relation to a periodic review, including the discussions or the responses provided by the Parties, except for any amendments made pursuant to paragraph 64, creates any legally binding rights or obligations.

63. Except for the Parties' commitment to meet and provide written responses under paragraph 61, neither the periodic review process under paragraphs 58 to 65, nor the decisions or actions of the Parties relating in any way to the periodic review process, is:

a. subject to the Dispute Resolution Chapter; or

b. reviewable by a court or in any other forum.

64. For greater certainty:

a. no Party is required to agree to amend this Agreement or any agreement contemplated by this Agreement as a result of the periodic review under paragraphs 58 to 65;

b. where the Parties agree to amend this Agreement, any such amendment will be made in accordance with the Amendment Chapter; and

c. where the Parties agree to amend an agreement contemplated by this Agreement, the agreement will be amended in accordance with its terms.

65. Each of the Parties will be responsible for its own costs in relation to the periodic review process.

INFORMATION AND PRIVACY

66. For the purposes of federal and provincial access to information and privacy legislation, information that the Tla'amin Nation provides to Canada or British Columbia in confidence is deemed to be information received or obtained in confidence from another government.

67. Where the Tla'amin Nation requests disclosure of information from Canada or British Columbia, the request will be evaluated as if it were a request by a province for disclosure of that information, but Canada and British Columbia are not required to disclose to the Tla'amin Nation information that is only available to a particular province or particular provinces, or that is not available to any provinces.

68. The Parties may enter into agreements in relation to any one or more of the collection, protection, retention, use, disclosure and confidentiality of personal, general or other information in accordance with any applicable legislation, including federal and provincial access to information and privacy legislation.

69. Canada or British Columbia may provide information to the Tla'amin Nation in confidence if the Tla'amin Nation has made a law or has entered into an agreement with Canada or British Columbia, as the case may be, under which the confidentiality of the information will be protected.

70. Notwithstanding any other provision of this Agreement:

a. Canada and British Columbia are not required to disclose any information that they are required or authorized to withhold under Federal or Provincial Law, including under sections 37 to 39 of the *Canada Evidence Act*;

b. where Federal or Provincial Law allows the disclosure of certain information only if specified conditions for disclosure are satisfied, Canada and British Columbia are not required to disclose that information unless those conditions are satisfied; and

c. the Parties are not required to disclose any information that may be withheld under a privilege at law.

OBLIGATION TO NEGOTIATE

71. Where the Parties are obliged under this Agreement to negotiate and attempt to reach agreement all Parties will participate in the negotiations, unless the Parties otherwise agree.

72. Where this Agreement provides that the Parties, or any two of them, "will negotiate and attempt to reach agreement", those negotiations will be conducted as set out in the Dispute Resolution Chapter, but no Party is obliged to proceed to arbitration under Stage Three unless, in a particular case, they are required to do so under paragraph 27 of the Dispute Resolution Chapter.

73. Where this Agreement provides that a dispute will be "finally determined by arbitration", the dispute will be referred to arbitration under paragraph 27 of the Dispute Resolution Chapter, unless none of the Parties directly engaged in the Disagreement delivers notice to all Parties under Appendix X-6.

ENTIRE AGREEMENT

74. This Agreement is the entire agreement among the Parties in respect of the subject matter of this Agreement and, except as set out in this Agreement, there is no representation, warranty, collateral agreement, condition, right or obligation affecting this Agreement.

75. The Schedules and Appendices to this Agreement form part of this Agreement.

NO IMPLIED WAIVER

76. Any waiver of:

    a. a provision of this Agreement;

    b. the performance by a Party of an obligation under this Agreement; or

    c. a default by a Party of an obligation under this Agreement,

    will be in writing and signed by the Party or Parties giving the waiver and will not be a waiver of any other provision, obligation or subsequent default.

ASSIGNMENT

77. Unless the Parties otherwise agree, this Agreement may not be assigned, either in whole or in part, by any Party.

ENUREMENT

78. This Agreement will enure to the benefit of and be binding upon the Parties and their respective permitted assigns.

MINOR CHANGES AND CORRECTIONS

79. After ratification of this Agreement by the Tla'amin Nation, but before the Parties sign this Agreement, the Chief Negotiators on behalf of Canada, British Columbia and the Tla'amin Nation may agree to minor changes to this Agreement.

80. Before the Effective Date, the Chief Negotiators for Canada, British Columbia and the Tla'amin Nation may agree to amendments to this Agreement and the Appendices to update information or correct any editing, grammatical or typographical errors. Any updated information or corrections may be incorporated in the printing of this Agreement and the Appendices after the Effective Date.

INTERPRETATION

81. The provisions of this Chapter prevail over the provisions in the other Chapters, the Schedules to the other Chapters and the Appendices to the extent of an inconsistency.

82. No agreement, plan, guideline or other document made or issued by a Party or Parties that is referred to or contemplated by this Agreement, including an agreement that is reached as a result of negotiations that are required or permitted by this Agreement:

    a. is part of this Agreement; or

    b. is a treaty or land claims agreement, or creates, recognizes or affirms any aboriginal or treaty rights, within the meaning of sections 25 and 35 of the *Constitution Act, 1982*.

83. There will be no presumption that doubtful expressions, terms or provisions in this Agreement are to be resolved in favour of any Party.

84. In this Agreement:

    a. "will" denotes an obligation that, unless this Agreement provides otherwise or otherwise clear from the context, must be carried out as soon as practicable after the Effective Date or the event that gives rise to the obligation;

    b. "may" is to be construed as permissive and empowering;

    c. "including" means "including, but not limited to", and "includes" means "includes, but not limited to";

    d. "harvest" includes attempts to harvest and "gather" includes attempts to gather;

    e. "provincial" means relating to the province of British Columbia;

    f. a reference in a Chapter of this Agreement to a "paragraph", "subparagraph" or "Schedule" means a paragraph, subparagraph or schedule of that Chapter;

    g. a reference to a "Chapter", "paragraph", "subparagraph", "Schedule" or "Appendix" means a Chapter, paragraph, subparagraph, schedule or appendix of this Agreement;

    h. headings and subheadings are for convenience only, do not form a part of this Agreement and in no way define, limit, alter or enlarge the scope or meaning of any provision of this Agreement;

    i. the use of the singular includes the plural and the use of the plural includes the singular;

j. where a word is defined, other parts of speech and grammatical forms of the same word have corresponding meanings; and

k. a reference to a statute will include every amendment to it, every regulation made under it, every amendment made to a regulation made under it and any law enacted in substitution for, or in replacement of, it.

85. The Parties acknowledge that the *Official Languages Act* applies to this Agreement, including the execution of this Agreement.

86. Notwithstanding paragraph 2, this Agreement is not intended to bind provinces, other than British Columbia, or territories, on matters within their jurisdiction without their consent.

NOTICE

87. In paragraphs 88 to 93, "communication" includes a notice, document, request, response, confirmation, approval, authorization or consent.

88. Unless otherwise set out in this Agreement, a communication between or among the Parties under this Agreement will be in writing and:

a. delivered personally or by courier;

b. transmitted by fax or electronic mail; or

c. mailed by any method for which confirmation of delivery is provided.

89. A communication will be considered to have been given, made, or delivered and received:

a. where delivered personally or by courier, on the next business day after the business day on which it was received by the addressee or a representative of the addressee;

b. where transmitted by fax or electronic mail and the sender receives confirmation of the transmission, on the next business day after the day on which confirmation was transmitted; or

c. where delivered by any method for which confirmation of delivery is provided, when receipt is acknowledged by the addressee.

90. The Parties may agree to give, make or deliver a communication by means other than those set out in paragraph 88.

91. The Parties will provide to each other addresses for delivery of communications under this Agreement and, subject to paragraph 92, will deliver a communication to the address provided by each Party.

92. If no other address for delivery of a particular communication has been provided by a Party, a communication will be delivered to, mailed to the address or transmitted to the fax number of, the intended recipient as set out below:

For: **Canada**
Attention: Minister of Aboriginal Affairs and Northern Development
House of Commons
Room 583, Confederation Building
Ottawa, Ontario K1A 0A6
Fax: (819) 953-4941

For: **British Columbia**
Attention: Minister of Aboriginal Relations and Reconciliation
Parliament Buildings
PO Box 9051 Stn Prov Govt
Victoria, British Columbia V8W 9E2
Fax: (250) 953-4856

For: **Tla'amin Nation**
Attention: Chief, Tla'amin Nation
6686 Sliammon Road
Powell River, British Columbia V8A 0B8
Fax: (604) 483-9769

93. A Party may change its address or fax number by giving a notice of the change to the other Parties.

DEPOSIT OF AGREEMENT

94. The Parties will deposit a copy of this Agreement and any amendments to this Agreement, including any instruments giving effect to an amendment, in the following locations:

a. by Canada in:

  i. the Library of Parliament; and

  ii. the library of Aborginal Affairs and Northern Development Canada;

b. by British Columbia in:

  i. the Legislative Library of British Columbia; and

  ii. the applicable offices of the Registrar;

c. by the Tla'amin Nation in its main office; and

d. any other locations agreed to by the Parties.

CHAPTER 3 – LANDS

GENERAL

1. On the Effective Date, Tla'amin Lands consist of the following:

   a. 1,917 hectares, more or less, of Former Sliammon Indian Reserves subject to paragraph 24;

   b. 6,405 hectares, more or less, of provincial Crown land identified for illustrative purposes in Part 1 of Appendix C-2 and described in Part 2 of Appendix C-2;

   c. 0.968 hectares, more or less, of lands identified as the Lund Hotel Parcels subject to the Tla'amin Nation meeting the conditions under paragraph 25; and

   d. 0.393 hectares, more or less, of lands described in Part 1 of Appendix C-4 and identified for illustrative purposes in Part 2 of Appendix C-4 as "Oyster Plant Upland Parcel",

   including Subsurface Resources referred to in paragraph 67.

2. On the Effective Date, Other Tla'amin Lands consist of 0.38 hectares, more or less, described in Part 1 of Appendix D and identified for illustrative purposes in Part 2 of Appendix D as "Other Tla'amin Lands".

OWNERSHIP OF TLA'AMIN LANDS

3. On the Effective Date, the Tla'amin Nation owns Tla'amin Lands in fee simple except for those lands identified as the Lund Hotel Parcels.

4. The Tla'amin Nation's fee simple ownership of Tla'amin Lands is not subject to any condition, proviso, restriction, exception or reservation set out in the *Land Act,* or any comparable limitation under Federal or Provincial Law.

5. All methods of acquiring a right in or over land by prescription or by adverse possession, including the common law doctrine of prescription and the doctrine of the lost modern grant, are abolished in relation to Tla'amin Lands.

6. Where, at any time, any parcel of Tla'amin Lands, or any estate or interest in a parcel of Tla'amin Lands, finally escheats to the Crown, the Crown will

transfer, at no charge, that parcel, estate or interest to the Tla'amin Nation and it will form part of Tla'amin Lands.

7. Paragraphs 4, 5 and 6 will apply notwithstanding the registration of Tla'amin Lands under the *Land Title Act*.

LIMITATIONS ON SEIZURE OF TLA'AMIN LANDS

8. An estate, interest, reservation or exception held by the Tla'amin Nation or by a Tla'amin Public Institution in any parcel of Tla'amin Lands:

   a. the title to which is not registered in the Land Title Office; or

   b. in respect of which title no application for registration in the Land Title Office has been made,

   is not subject to attachment, charge, seizure, distress, execution or sale under a writ of execution, order for sale or other process unless the attachment, charge, seizure, distress, execution or sale under a writ of execution, order for sale or other process is:

   c. made or issued for the purpose of enforcing, in accordance with its terms, a security instrument granted by the Tla'amin Nation or by a Tla'amin Public Institution;

   d. allowed under Tla'amin Law; or

   e. made or issued for the purpose of enforcing a lien in favour of Canada or British Columbia.

9. An estate, interest, reservation or exception held by the Tla'amin Nation or by a Tla'amin Public Institution in any parcel of Tla'amin Lands:

   a. the title to which is registered in the Land Title Office; or

   b. in respect of which title an application for registration in the Land Title Office has been made,

   is not subject to seizure or sale under a writ of execution, order for sale or other process unless the writ of execution, order for sale or other process is:

   c. made or issued for the purpose of enforcing, in accordance with its terms, a security instrument granted by the Tla'amin Nation or by a Tla'amin Public Institution;

d. allowed under Tla'amin Law;

e. made or issued for the purpose of enforcing a lien in favour of Canada or British Columbia; or

f. by leave of the Supreme Court of British Columbia under paragraph 192 of the Governance Chapter.

CREATION AND DISPOSITION OF ESTATES AND INTERESTS IN TLA'AMIN LANDS

10. In accordance with this Agreement, the Tla'amin Constitution and Tla'amin Law, the Tla'amin Nation may without the consent of Canada or British Columbia:

a. dispose of its fee simple estate in any parcel of Tla'amin Lands to any person; and

b. from its fee simple estate, or its interest in any parcel of Tla'amin Lands, create or dispose of any lesser estate or interest to any person, including Rights of Way and covenants similar to those in sections 218 and 219 of the *Land Title Act*.

11. Where the Tla'amin Nation disposes of a fee simple estate in a parcel of Tla'amin Lands under an agreement with Canada, at the time of the transfer of ownership, those lands will no longer be Tla'amin Lands and Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

12. Subject to paragraph 11, section 14 of Appendix J-1 and section 18 of Appendix J-2, or the agreement of the Parties, a parcel of Tla'amin Lands does not cease to be Tla'amin Lands as a result of any change in ownership of an estate or interest in that parcel.

13. Where the Tla'amin Nation wishes to dispose of a fee simple estate in a parcel of Tla'amin Lands it will, prior to the disposition, register the indefeasible title to that parcel under the *Land Title Act* in accordance with this Agreement.

14. Where the Tla'amin Nation disposes of a fee simple estate in a parcel of Tla'amin Lands to any person, other than a Tla'amin Institution, a Tla'amin Corporation or a Tla'amin Citizen, expropriation of any interest in that parcel will occur in accordance with Federal or Provincial Law and is not subject to paragraphs 122 to 128 or Appendices J-1 and J-2, except section 14 of Appendix J-1 and section 18 of Appendix J-2.

15. The Tla'amin Nation may remove a fee simple estate from Tla'amin Lands with the consent of Canada and British Columbia. In considering whether to consent to the removal of the parcel from Tla'amin Lands, Canada and British Columbia may consider:

    a. necessary jurisdictional, administrative and servicing arrangements;

    b. the views of any affected Local Governments and neighbouring First Nations;

    c. whether removal of the land will have an impact on fiscal arrangements negotiated between the Tla'amin Nation and either or both of Canada and British Columbia;

    d. whether its removal will create legal or financial exposure to Canada or British Columbia; and

    e. any other matters Canada or British Columbia consider relevant.

16. Where Canada and British Columbia consent to the removal of a parcel of land from Tla'amin Lands then, upon the Tla'amin Nation's receipt of Canada and British Columbia's written consent:

    a. the Tla'amin Nation will register the parcel of land in the Land Title Office, if it is not registered;

    b. the parcel will cease to be Tla'amin Lands; and

    c. Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

PRE-EFFECTIVE DATE LAND TRANSFERS

17. Before the Effective Date, some or all of the following lands may be transferred by British Columbia to one or more corporations or societies designated by the Sliammon Indian Band subject, where applicable, to the continuing interests set out in Part 1 of Appendix F-3 and on such other terms and conditions as British Columbia and the Sliammon Indian Band may agree:

    a. the lands identified as the "Oyster Plant Parcel" in Map 4a, Part 2 of Appendix C-2;

    b. DL 5176, DL 5182 and DL 5186, Group 1, New Westminster District within the municipal boundaries identified in Map 8, Part 2 of Appendix C-2;

c. the lands identified as the "Lund Filled Foreshore Parcels" in Map 10, Part 2 of Appendix C-2; and

d. the lands identified as the "Wharf Street Parcel" in Map 1, Part 2 of Appendix D.

18. The entity designated under paragraph 17 may not dispose of the fee simple interest in the lands referred to in paragraph 17, but may grant a lesser interest provided that the entity will, prior to doing so, advise the intended charge or encumbrance holder in writing that:

    a. on the Effective Date, the land will be transferred to the Tla'amin Nation and will become Tla'amin Lands or Other Tla'amin Lands, as the case may be; and

    b. where applicable, the land is subject to the interests set out in Part 1 of Appendix F-3.

19. On the Effective Date, the Tla'amin Nation and the entity designated under paragraph 17 will register, or cause to be registered, any lands transferred under paragraph 17 in the name of the Tla'amin Nation in accordance with paragraph 2 of the Land Title Chapter subject, where applicable, to the continuing interests set out in Part 1 of Appendix F-3 and any other encumbrances described in or permitted under the land transfer agreement between British Columbia and the Sliammon Indian Band under paragraph 17.

20. For greater certainty:

    a. any lands transferred under subparagraphs 17.a to 17.c will form part of Tla'amin Lands on the Effective Date; and

    b. any lands transferred under subparagraph 17.d will form part of Other Tla'amin Lands on the Effective Date.

21. For the purposes of paragraphs 17 to 20, the Sliammon Indian Band or the Tla'amin Nation, as the case may be, will indemnify and save harmless Canada and British Columbia from any costs, damages, losses or liabilities that Canada or British Columbia may suffer or incur in connection with, or as a result of, any claims, demands, actions or proceedings relating to or arising out of any charge or encumbrance of any of the lands, the transfer of the lands to the Tla'amin Nation or the inclusion of the lands as Tla'amin Lands or Other Tla'amin Lands.

22. Nothing in paragraphs 17 to 20 creates or implies any financial or other obligations or service responsibility on the part of Canada nor are they

intended to have, or to be interpreted as having, the effect of establishing any of the lands transferred as an Indian Reserve or as "Lands reserved for the Indians" within the meaning of subsection 91(24) of the *Constitution Act, 1867.*

ROADS TRANSFERRED TO BRITISH COLUMBIA ON THE EFFECTIVE DATE

23. Before the Effective Date, British Columbia will survey:

    a. that portion of Plummer Creek Road, being a 30 metre corridor illustrated as "Road Transferred to British Columbia on the Effective Date" on Map 5, Part 2 of Appendix C-1, located on Former Tokenatch Indian Reserve No. 5; and

    b. that portion of Southview Road, being a corridor illustrated as "Road Transferred to British Columbia on the Effective Date" on Map 1, Part 2 of Appendix C-1, located on Former Sliammon Indian Reserve No. 1.

24. On the Effective Date, the Tla'amin Nation will transfer ownership of those portions of Plummer Creek Road and Southview Road referred to in paragraph 23, including the Subsurface Resources, to British Columbia whereupon they will be Provincial Crown Roads and, for greater certainty, will not be Tla'amin Lands.

LUND HOTEL PARCELS

25. On the Effective Date, the lands identified as the Lund Hotel Parcels will be Tla'amin Lands subject to the continuing interests set out in Part 3 of Appendix C-3 and the Tla'amin Nation providing to Canada and British Columbia on or before the Effective Date:

    a. certificates, in substantially the form set out in Documents 1A and 1B, Part 4 of Appendix C-3, certifying that on the date of the certificate the person named as the owner in fee simple is the owner of the estate in fee simple of the lands legally described in the certificate and consents to the inclusion of those lands in Tla'amin Lands;

    b. where applicable, written consent, in substantially the form set out in Document 2, Part 4 of Appendix C-3, signed by the holder of a charge or encumbrance stipulating that, on the date of the consent, the holder of the charge or encumbrance consents to the inclusion of the lands legally described in the document in Tla'amin Lands; and

c. releases, in substantially the form set out in Documents 3A and 3B, Part 4 of Appendix C-3, signed by the person named as the owner in fee simple releasing Canada and British Columbia, as of the Effective Date, from any damages, losses, liabilities or costs that Canada or British Columbia may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to or arising out of the inclusion of the lands legally described in the release in Tla'amin Lands.

26. Subject to the Tla'amin Nation meeting the conditions in paragraph 25, on the Effective Date:

a. section 50 of the *Land Act* ceases to apply in respect of the Lund Hotel Parcels; and

b. the interests, rights, privileges, titles and estates described in subsections 50(1)(a), (b) and (c) of the *Land Act* that were excluded from the original disposition of Crown land vest in the Tla'amin Nation.

27. The Tla'amin Nation will indemnify and save harmless Canada and British Columbia from any damages, losses, liabilities or costs, excluding fees and disbursements of solicitors and other professional advisors, that Canada or British Columbia may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to or arising out of the inclusion of the Lund Hotel Parcels in Tla'amin Lands.

LANDS NEAR THE POWELL RIVER AIRPORT

28. No development on DL 5127, Group 1, New Westminster District may affect the safe operation of the Powell River Airport and NAV CANADA facilities.

29. Prior to authorizing any development on DL 5127, Group 1, New Westminster District, the Tla'amin Nation will discuss with representatives of the Powell River Airport and NAV CANADA the proposed development in order to identify and avoid any potential adverse impacts of the proposed development on the safe operation of the Powell River Airport and NAV CANADA facilities related to the Powell River Airport.

AGRICULTURAL LAND RESERVE

30. On the Effective Date the Tla'amin Lands:

a. identified as "Former Agricultural Land Reserve" in Appendix E are excluded from the designation as an agricultural land reserve under the *Agricultural Land Commission Act*; and

b. identified as "Current Agricultural Land Reserve" in Appendix E retain the designation as an agricultural land reserve under the *Agricultural Land Commission Act*.

31. Any lands designated as an agricultural land reserve which are added to Tla'amin Lands in accordance with this Agreement will retain the designation as an agricultural land reserve under the *Agricultural Land Commission Act*.

32. The designation of areas of Tla'amin Lands as an agricultural land reserve may be removed by the Provincial Agricultural Land Commission in accordance with the *Agricultural Land Commission Act*.

33. Notwithstanding paragraph 118, the *Agricultural Land Commission Act* prevails to the extent of a Conflict with a Tla'amin Law under paragraph 116 in relation to Tla'amin Lands that retain the designation as an agricultural land reserve under subparagraph 30.b and paragraph 31.

34. For Tla'amin Lands that retain the designation as an agricultural land reserve, the Provincial Agricultural Land Commission will explore with the Tla'amin Nation opportunities to include the Tla'amin Nation in the Provincial Agricultural Land Commission processes with respect to those Tla'amin Lands, including the delegation of decision-making under section 26 of the *Agricultural Land Commission Act*.

35. After the Effective Date, any part of Tla'amin Lands that is not designated as an agricultural land reserve will not be designated as an agricultural land reserve without the consent of the Tla'amin Nation.

SUBMERGED LANDS

36. Other than as provided in paragraphs 37 to 40:

a. Submerged Lands do not form part of Tla'amin Lands; and

b. nothing in this Agreement affects British Columbia's ownership of Submerged Lands.

37. The Submerged Lands which are part of Former Sliammon Indian Reserves form part of Tla'amin Lands, including the lands beneath the following water bodies:

a. Okeover Creek;

b. water bodies on Ahgykson (Harwood Island); and

c. Kwehtums Kahkeeky (creek that runs into Grace Harbour).

38. For greater certainty, the following Submerged Lands are not part of Former Sliammon Indian Reserves:

a. lands beneath Theodosia River and its tidal channels; and

b. the Foreshore and lands beneath tidal waters.

39. The Submerged Lands of Sliammon Creek within Former Sliammon Indian Reserve No. 1, excluding the Submerged Lands beneath Highway 101, form part of Tla'amin Lands. For greater certainty, the Submerged Lands that form part of Tla'amin Lands include Blocks C and D of District Lot 390.

40. A parcel of Tla'amin Lands does not cease to be Tla'amin Lands where a fishway, Fish bypass channel or Fish spawning channel is constructed on that parcel as an Enhancement Initiative in accordance with paragraph 137 of the Fisheries Chapter.

41. The Tla'amin Nation's ownership of Submerged Lands does not include:

a. property rights in Fish;

b. the exclusive right to fish; or

c. the right to allocate Fish.

42. British Columbia will not authorize any use or disposition in relation to Sliammon Lake, Little Sliammon Lake or Submerged Lands within Tla'amin Lands without the consent of the Tla'amin Nation, which consent will not be unreasonably withheld. In deciding whether to grant or withhold its consent, the Tla'amin Nation may take into account that Sliammon Lake is the major source of water for Former Sliammon Indian Reserve No. 1.

43. Paragraph 42 does not affect the riparian rights of the upland owners of Tla'amin Lands adjacent to Submerged Lands.

44. British Columbia will not authorize any use or disposition of the Foreshore around Ahgykson without the consent of the Tla'amin Nation, which consent will not be unreasonably withheld.

45. Paragraph 44 does not apply to temporary non-commercial recreational use or temporary non-commercial occupation of the Foreshore around Ahgykson.

ACCRETIONS TO TLA'AMIN LANDS

46. The Tla'amin Nation will own lawful accretions to Tla'amin Lands.

47. Where the Tla'amin Nation provides to Canada and British Columbia a certificate issued by the Surveyor General of British Columbia confirming that there has been lawful accretion to Tla'amin Lands, upon receipt of the certificate by Canada and British Columbia, the accreted land will become Tla'amin Lands and Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

DELEGATION AGREEMENT

48. On the Effective Date, British Columbia and the Tla'amin Nation will enter into an agreement in accordance with paragraph 46 of the Governance Chapter to provide the Tla'amin Nation with law-making authority in accordance with paragraph 49.

49. The agreement under paragraph 48 will:

    a. identify the area extending through and beyond the Foreshore where the agreement applies;

    b. provide the Tla'amin Nation with law-making authority in relation to the area in subparagraph 49.a; and

    c. provide that Federal Law or Provincial Law prevails to the extent of a Conflict with a Tla'amin Law made in accordance with the agreement.

50. Before concluding an agreement in accordance with paragraph 48, British Columbia will Consult with Canada regarding the proposed agreement.

INTERESTS ON TLA'AMIN LANDS

51. On the Effective Date, the title of the Tla'amin Nation to Tla'amin Lands is free and clear of all interests, except:

    a. the following interests on Former Sliammon Indian Reserves which will be replaced on the Effective Date:

   i. the certificates of possession and other interests referred to in Part 1 of Appendix F-1;

   ii. the Klahanie interests referred to in Part 2 of Appendix F-1;

   iii. the Southview interests referred to in Part 3 of Appendix F-1; and

   iv. the Public Utility distribution works and other interests referred to in Part 4 of Appendix F-1;

b. the following interests on former provincial Crown land which will be replaced on the Effective Date:

   i. the Public Utility distribution works referred to in Part 1 of Appendix F-2;

   ii. the permits to occupy provincial Crown land, associated with Water Licences, referred to in Part 2 of Appendix F-2; and

   iii. the licences of occupation for pit toilet purposes, associated with the float home tenures, referred to in Part 3 of Appendix F-2;

c. the following interests on Tla'amin Lands that will continue in accordance with Provincial Law and with the terms and conditions of that interest existing on the Effective Date, modified where appropriate to reflect ownership of the lands by the Tla'amin Nation:

   i. the licence of occupation issued to the Powell River Regional District relating to the sewer main and outfall under the *Land Act* and referred to in Part 1 of Appendix F-3;

   ii. the Subsurface Tenure referred to in Part 2 of Appendix F-3;

   iii. the Water Licences issued under the *Water Act* referred to in Part 3 of Appendix F-3; and

   iv. the guide outfitter certificates issued under the *Wildlife Act* referred to in Part 4 of Appendix F-3; and

d. the following interests on Tla'amin Lands that will be created on the Effective Date:

   i. Tla'amin Nation upland owner consent to interference with the Tla'amin Nation's right of upland access issued to British

Columbia and associated with the float home tenures referred to in Part 1 of Appendix F-4 and identified for illustrative purposes on the map set out in Part 2 of Appendix F-4;

ii. in relation to shellfish aquaculture tenures:

(1) licences of occupation to shellfish aquaculture tenures to occupy Tla'amin Lands for temporary storage purposes referred to in Part 3 of Appendix F-4;

(2) Tla'amin Nation upland owner consent to interference with the Tla'amin Nation's right of upland access issued to British Columbia and associated with the aquaculture shellfish tenures referred to in Part 4 of Appendix F-4;

iii. private road easements over Tla'amin Lands issued to the parties referred to in Parts 5 and 6 of Appendix F-4;

iv. the Public Utility distribution works referred to in Part 7 of Appendix F-4; and

v. licences of occupation for the forest research plots described in Part 8 of Appendix F-4 and identified for illustrative purposes in Part 9 of Appendix F-4.

52. On the Effective Date, every interest, other than those referred to in paragraphs 18, 25 and 51 that encumbered or applied to the lands that are Tla'amin Lands before the Effective Date, ceases to exist.

Replacement of Certificates of Possession and Other Interests

53. On the Effective Date, the Tla'amin Nation will grant to each holder or joint holder of a certificate of possession or other interest identified in Part 1 of Appendix F-1 a fee simple estate or a joint fee simple estate that is free and clear of all interests except:

a. any condition, proviso, restriction, including restrictions on alienation, exception or reservation that may be set out in Tla'amin Law; and

b. any applicable Public Utility or other interests referred to in Part 4 of Appendix F-1, and the certificate of possession or other interest held by that individual or individuals will cease to exist.

54. For greater certainty, any Tla'amin Law made under paragraph 116 applies in respect of Tla'amin Lands including a fee simple estate granted under paragraph 53.

Replacement and Creation of Interests

55. On the Effective Date, the Tla'amin Nation, a Tla'amin Public Institution or a Tla'amin Corporation, as applicable and where they have the authority to grant the interest, will execute documents to:

    a. grant to each person holding the interest referred to in Appendices F-1 and F-2 an interest replacing that person's interest set out in those Appendices; and

    b. create new interests by granting to each person referred to in Appendix F-4 the interest set out in that Appendix.

56. Documents referred to in paragraph 55 will be in the applicable form, if any, set out in Appendix F-5 and will include any modifications agreed upon in writing before the Effective Date by the applicable grantor and the interest holder.

57. Documents referred to in paragraph 55 will be deemed to have legal effect on the Effective Date as though they had been prepared, executed and delivered by the grantor and by the applicable person named in Appendices F-1, F-2 and F-4 on that date.

58. After the Effective Date, the Tla'amin Nation will deliver the applicable document:

    a. to each person referred to in paragraph 55; or

    b. upon notice to the Tla'amin Nation by Canada or British Columbia before the Effective Date, to any other person identified as the person who should instead receive the replacement interest for any reason, including death, any form of transfer, error or operation of law and the applicable Appendix will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter to reflect the change.

59. Where Canada or British Columbia notifies the Tla'amin Nation after the Effective Date that an interest granted under paragraph 55:

a. is in the name of a person who was not actually entitled to the interest on the Effective Date; or

b. contains a clerical error or a wrong description of a material fact,

the appropriate Parties will take reasonable measures to rectify the error.

60. Any Right of Way of the nature described in section 218 of the *Land Title Act* that is granted by the Tla'amin Nation under this Agreement is legally binding and enforceable notwithstanding that Tla'amin Lands to which the Right of Way applies may not be subject to the *Land Title Act*.

SHELLFISH AQUACULTURE TENURES

61. Subject to paragraph 62, the upland tenures associated with the shellfish aquaculture tenures set out in Appendix G will remain provincial Crown land.

62. Where a shellfish aquaculture tenure set out in Appendix G ceases to exist, or is acquired by the Tla'amin Nation or a Tla'amin Corporation, British Columbia will transfer to the Tla'amin Nation the provincial Crown land that is covered by the associated upland tenure and, upon completion of the transfer, at the request of the Tla'amin Nation, the land will become Tla'amin Lands and Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

TLA'AMIN SHELLFISH AQUACULTURE TENURES

63. The shellfish aquaculture tenures issued to the Tla'amin Nation set out in Part 1 of Appendix H, or that may be acquired by the Tla'amin Nation, will continue as provincial tenures in accordance with Federal and Provincial Law and federal and provincial policy and procedures.

64. The map reserves designated for use compatible with shellfish aquaculture listed in Part 2 of Appendix H will continue in accordance with Provincial Law, provincial policy and procedures.

65. British Columbia will establish a reservation on the map reserves described in Part 2 of Appendix H for 25 years during which time the Tla'amin Nation may apply for shellfish aquaculture tenures and the diligent use provisions will not apply.

66. British Columbia will establish a reservation on the map reserve described in Part 3 of Appendix H to enable the Tla'amin Nation to apply for authorization for the interest described in Part 3 of Appendix H.

TLA'AMIN SUBSURFACE RESOURCES

67. The Tla'amin Nation owns Subsurface Resources on or under Tla'amin Lands.

68. The Tla'amin Nation's ownership of Subsurface Resources is subject to the subsurface tenure listed in Part 2 of Appendix F-3.

69. As owner of the Subsurface Resources, the Tla'amin Nation has exclusive authority to set, collect and receive fees, rents, royalties and charges other than taxes for the exploration, development, extraction and production of Subsurface Resources.

70. Paragraph 69 does not limit British Columbia from collecting and receiving fees or other payments for administering under Provincial Law the exploration, development, extraction and production of Subsurface Resources from Tla'amin Lands.

71. The Tla'amin Nation may act through Tla'amin Government in exercising its authority under paragraph 69.

72. Nothing in this Agreement confers authority on the Tla'amin Nation to make laws in respect of:

    a. the development, production, use or application of nuclear energy and atomic energy;

    b. the exploration, development, production, possession or use, for any purpose, of nuclear substances and prescribed substances; or

    c. the development, production, possession or use, for any purpose, of associated prescribed equipment and prescribed information.

73. Nothing in this Agreement confers authority on the Tla'amin Nation to make laws in respect of:

    a. spacing and target areas related to Petroleum and Natural Gas or conservation and allocation of Petroleum and Natural Gas among parties having interests in the same reservoir;

    b. occupational health and safety and labour standards, in respect of Subsurface Resources exploration, development, production, extraction and site reclamation; or

    c. subsurface tenures or the Subsurface Resources which are subject to the subsurface tenure listed in Part 2 of Appendix F-3.

74. Notwithstanding paragraph 118, Federal or Provincial Law in respect of Subsurface Resources prevails to the extent of a Conflict with Tla'amin Law under paragraph 116.

Provincial Subsurface Resource Tenure

75. The subsurface tenure listed in Part 2 of Appendix F-3 will continue and the tenure and the Subsurface Resources under the tenure will be administered by British Columbia in accordance with Provincial Law and this Agreement as if the Subsurface Resources were vested in or reserved to British Columbia.

76. The subsurface tenure listed in Part 2 of Appendix F-3 is not subject to paragraph 2 of the Environmental Assessment and Environmental Protection Chapter.

77. For the purposes of paragraph 75, British Columbia may grant any related extensions, renewals or replacements or issue any further related rights as the Subsurface Resources are developed.

78. Notwithstanding paragraph 69, the Tla'amin Nation does not have the authority to establish fees, rents, royalties or other charges in respect of:

    a. the subsurface tenure listed in Part 2 of Appendix F-3; or

    b. the exploration, development, extraction or production of Subsurface Resources under that tenure.

79. British Columbia will:

    a. ensure that any rents and royalties applicable to the subsurface tenure listed in Part 2 of Appendix F-3 and the Subsurface Resources under that tenure, and any interest earned on those rents and royalties, are paid to the Tla'amin Nation; and

    b. retain any fees or other payments for administering the subsurface tenure listed in Part 2 of Appendix F-3 and the Subsurface Resources under that tenure.

80. British Columbia will notify the Tla'amin Nation before changing or eliminating any rents or royalties applicable to Subsurface Resources in British Columbia.

Access to Provincial Subsurface Resource Tenures

81. Tla'amin Lands will be treated as private lands under Provincial Law for the purposes of resolving any access issues or compensation rights associated with any proposed entrance, occupation or use of Tla'amin Lands by the holder of the subsurface tenure listed in Part 2 of Appendix F-3.

82. Any dispute under paragraph 81 may be resolved under Provincial Law respecting access and compensation disputes involving Subsurface Resources.

Termination of Provincial Subsurface Resource Tenures

83. Where the subsurface tenure listed in Part 2 of Appendix F-3 is forfeited, cancelled or expires and is not restored under Provincial Law, Tla'amin Lands will no longer be subject to the subsurface tenure.

INDEMNITIES FOR OMISSIONS AND ERRORS

84. British Columbia will indemnify and save harmless the Tla'amin Nation from any damages, losses, liabilities or costs, excluding fees and disbursements of solicitors and other professional advisors, that the Tla'amin Nation may suffer or incur in connection with or as a result of any claims, demands, actions or proceedings relating to or arising out of:

    a. the omission from Appendix F of the name of a person who, on the day before the Effective Date, had an interest in Tla'amin Lands that had been granted by British Columbia; or

    b. the incorrect naming of a person in Appendix F as a person entitled to an interest, where another person was actually entitled, on the day before the Effective Date, to the interest in Tla'amin Lands that had been granted by British Columbia.

ADDITIONS TO TLA'AMIN LANDS

General Additions of Lands

85. At any time after the Effective Date, at the Tla'amin Nation's request and with the agreement of Canada and British Columbia, the Tla'amin Nation may add parcels of land to Tla'amin Lands which are:

    a. within the Tla'amin Area;

b. outside the boundaries of a municipality incorporated under the *Local Government Act*, or within municipal boundaries if the municipality consents; and

c. owned in fee simple by the Tla'amin Nation.

86. Where the Tla'amin Nation wishes to add a parcel of land under paragraph 85 which is subject to a purchase agreement conditional only on the agreement of Canada and British Columbia to its addition to Tla'amin Lands:

a. the federal Minister will advise the Tla'amin Nation in a timely manner whether the Minister would agree to recommend to the Governor-in-Council the addition of that parcel, once acquired by the Tla'amin Nation, to Tla'amin Lands; and

b. the provincial Minister will advise the Tla'amin Nation in a timely manner whether the Minister would agree to recommend to the Lieutenant-Governor-in-Council the addition of that parcel, once acquired by the Tla'amin Nation, to Tla'amin Lands.

87. When making a decision under paragraph 85:

a. Canada will require the parcel of lands to be in areas free from overlap with another First Nation unless that First Nation consents; and

b. Canada and British Columbia may take into account other matters that Canada or British Columbia consider relevant.

88. Canada and British Columbia will notify the Tla'amin Nation once a decision has been made under paragraph 85 and, where Canada and British Columbia agree to the addition of the parcel of land to Tla'amin Lands, Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter upon the Tla'amin Nation's receipt of the notices.

Non-Crown Lands Surrounded by Tla'amin Lands

89. Where, at any time, the Tla'amin Nation, a Tla'amin Institution, a Tla'amin Corporation or a Tla'amin Citizen becomes the registered owner of the fee simple estate to a parcel of land set out in Map 1, Part 1 of Appendix I, the Tla'amin Nation may add the parcel to Tla'amin Lands:

a. with the written consent of the owner and the registered holder of any financial charge or encumbrance on that parcel; and

b. upon notice to Canada and British Columbia identifying the parcel and attaching the written consents required under subparagraph 89.a.

90. Upon receipt by Canada and British Columbia of a notice under subparagraph 89.b, the parcel of land will become Tla'amin Lands and Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

Crown Lands Surrounded by Tla'amin Lands

91. Where, at any time:

  a. British Columbia determines that any parcel of provincial Crown land set out in Maps 2 and 3, Part 1 of Appendix I is not of use to British Columbia; or

  b. the parcel of provincial Crown land set out in Map 4, Part 1 of Appendix I ceases to be subject to the woodlot licence existing on the Effective Date,

British Columbia will offer to sell the fee simple estate to the parcel of land to the Tla'amin Nation.

92. Where the Tla'amin Nation wishes to purchase the parcel of land offered for sale under paragraph 91, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on a purchase price that reflects the fair market value for the parcel.

93. Where the Tla'amin Nation purchases any parcel of land under paragraph 91, the Tla'amin Nation may add the parcel to Tla'amin Lands upon written notice to Canada and British Columbia.

94. Upon receipt by Canada and British Columbia of notice under paragraph 93, the parcel of land will become Tla'amin Lands and Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

Future Acquisition Lands

95. On the Effective Date, British Columbia will for a period of ten years withdraw the parcels of provincial Crown land set out in Part 2 of Appendix I from disposition under Section 16 of the *Land Act* and establish for those lands:

  a. a mineral reserve under the *Mineral Tenure Act*;

b. a coal land reserve under the *Coal Act*; and

c. a no disposition notation under the *Petroleum and Natural Gas Act*.

96. Where, within the ten year period under paragraph 95, the Tla'amin Nation notifies British Columbia that it wishes to purchase the fee simple estate to any parcel of land under paragraph 95, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on a purchase price that reflects the fair market value for the parcel.

97. Where the Tla'amin Nation purchases a parcel of land under paragraph 96, the Tla'amin Nation may add the parcel to Tla'amin Lands upon notice to Canada and British Columbia.

98. Upon receipt by Canada and British Columbia of notice under paragraph 97, the parcel will become Tla'amin Lands and Appendix C will be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

Interests on Added Lands

99. Any parcel of land that is added to Tla'amin Lands under paragraphs 85 to 98 will be subject to:

a. where the parcel is not registered in the Land Title Office, any interest granted by British Columbia that is not discharged at the time of purchase, or any replacement or modification of that interest agreed to in writing by the Tla'amin Nation and the interest holder; and

b. where the parcel is registered in the Land Title Office, any registered charge or registered encumbrance subject to their discharge under the *Land Title Act*.

100. The Tla'amin Nation will own the Subsurface Resources on lands that are added to Tla'amin Lands where:

a. the fee simple title includes ownership of the Subsurface Resources; or

b. British Columbia owns the Subsurface Resources.

101. For the purposes of subparagraph 100.b, unless otherwise agreed by British Columbia and the Tla'amin Nation any Subsurface Resources tenures and the Subsurface Resources subject to those tenures will be administered by British Columbia in accordance with paragraphs 75 to 80.

Transaction Costs and Registration of Additions to Tla'amin Lands

102. Nothing in paragraphs 85 and 89 obligates Canada or British Columbia to pay any costs associated with the addition of lands to Tla'amin Lands, including costs for the purchase or transfer of the lands.

103. For the purposes of paragraphs 93 and 97:

    a. the Tla'amin Nation will be responsible for all transaction costs that are normally the responsibility of a purchaser of provincial Crown land; and

    b. British Columbia will provide the Tla'amin Nation with an instrument transferring the indefeasible title or, where applicable, the registered title to the parcel to the Tla'amin Nation.

104. Where the Tla'amin Nation wishes to register a parcel of land added to Tla'amin Lands which is not at the time registered in the Land Title Office, the Tla'amin Nation and British Columbia will, as appropriate, file such plans, certificates, instruments and other documents in the Land Title Office as may be required under the *Land Title Act*.

EXTERIOR BOUNDARY SURVEYS

105. No new survey will be required for a parcel of Tla'amin Lands where the Surveyor General of British Columbia determines that an Adequate Survey of the exterior boundary exists for that parcel.

106. Before or as soon as practicable after the Effective Date, in those cases where Adequate Surveys do not already exist, Adequate Surveys of exterior boundaries of Tla'amin Lands will be carried out by:

    a. Canada in respect of Former Sliammon Indian Reserves; and

    b. British Columbia in respect of:

        i. former provincial Crown land identified for illustrative purposes in Part 1 of Appendix C-2 and described in Part 2 of Appendix C-2;

        ii. the Lund Hotel Parcels; and

        iii. lands described in Part 1 of Appendix C-4 and identified for illustrative purposes in Part 2 of Appendix C-4 as "Oyster Plant Upland Parcel", in accordance with instructions to be issued by the Surveyor General of British Columbia.

107. The priority and timing of exterior boundary surveys not completed by the Effective Date will be set out in a survey and registration protocol agreed to between British Columbia and the Tla'amin Nation prior to the Effective Date having regard to:

a. the Tla'amin Nation's priorities;

b. efficiency and economy, including the availability of British Columbia Land Surveyors; and

c. the necessity to clarify the boundaries because of imminent public or private development on adjacent lands.

108. Canada and British Columbia will, as agreed between them, pay the cost of surveys of the exterior boundaries of Tla'amin Lands.

INTERIOR BOUNDARY SURVEYS

109. Interior boundary surveys of parcels or interests within Tla'amin Lands will meet the requirements of the *Land Title Act*.

OTHER TLA'AMIN LANDS

110. On the Effective Date, the Tla'amin Nation owns Other Tla'amin Lands in fee simple.

111. The Tla'amin Nation does not own the Subsurface Resources on or under Other Tla'amin Lands.

112. The Tla'amin Nation's fee simple ownership of Other Tla'amin Lands is subject to the conditions, provisos, restrictions, exceptions and reservations set out in the *Land Act*, or any comparable limitation under Federal or Provincial Law.

SITE REMEDIATION

113. The transfer of the Former Sliammon Indian Reserves to the Tla'amin Nation in accordance with this Agreement will not, in and of itself, result in British Columbia being liable in respect of any Contamination of such lands.

114. To the best of British Columbia's knowledge, the provincial Crown land transferred to the Tla'amin Nation in accordance with this Agreement has

not been used for a prescribed industrial or commercial purpose or any other purpose or activity prescribed under the *Environmental Management Act*, and British Columbia is not required to prepare or provide a site profile under the *Environmental Management Act* for those lands.

115. Nothing in this Agreement precludes the Tla'amin Nation from recovering the costs incurred in the inspection or remediation of any Contaminated Sites on the lands referred to in paragraph 114 from British Columbia or any other person who may be determined to be a responsible person under the *Environmental Management Act* in respect of the Contamination of that site.

LAW-MAKING AUTHORITY

116. The Tla'amin Nation may make laws with respect to:

    a. the use of Tla'amin Lands, including:

        i. management; and

        ii. planning, zoning and development;

    b. the creation, allocation, ownership and disposition of estates or interests in Tla'amin Lands, including:

        i. fee simple estates or any lesser estate or interest;

        ii. mortgages;

        iii. leases, licences, permits, easements and Rights of Way, including Rights of Way and covenants similar to those in sections 218 and 219 of the *Land Title Act*; and

        iv. any conditions, provisos, restrictions, including restrictions on alienation, exceptions or reservations on such estates or interests;

    c. the establishment and operation of a Tla'amin Nation land title or land registry system for Tla'amin Lands that are not registered in the Land Title Office; or

    d. the expropriation by the Tla'amin Nation of estates or interests in Tla'amin Lands for public purposes and public works other than:

i. estates or interests granted or continued on the Effective Date or thereafter replaced under this Agreement, unless specifically provided for in this Agreement;

ii. estates or interests expropriated or otherwise acquired by a Federal Expropriating Authority or a Provincial Expropriating Authority; and

iii. any other interests upon which the Parties have agreed in this Agreement,

where the Tla'amin Nation provides fair compensation to the owner of the estate or interest and the expropriation is for the smallest estate or interest necessary for the public purpose or public work.

117. Notwithstanding subparagraph 116.d.i, the Tla'amin Nation may expropriate for public purposes and public works a fee simple estate or a lesser interest in a fee simple estate granted under paragraph 53 where the Tla'amin Nation provides fair compensation to the owner of the interest and the expropriation is for the smallest interest necessary for the public purpose or public work.

118. Subject to paragraph 119 and paragraph 10 of the Land Title Chapter, Tla'amin Law under paragraph 116 prevails to the extent of a Conflict with Federal or Provincial Law.

119. Notwithstanding paragraph 118, Federal or Provincial Law in respect of the division of matrimonial real property prevails to the extent of a Conflict with Tla'amin Law in respect of the division of matrimonial real property made under subparagraph 116.b. For greater certainty, Tla'amin Law that may restrict the disposition of real property to a Tla'amin Citizen is not Tla'amin Law in respect of the division of matrimonial real property.

120. For the purposes of subparagraph 116.b. the Tla'amin Nation may make laws with respect to estates or interests in Tla'amin Lands that are:

a. not recognized under Federal or Provincial Law; or

b. recognized under Federal or Provincial Law provided that they are consistent with Federal or Provincial Law with respect to those estates or interests.

121. For greater certainty, a Tla'amin Law under subparagraph 116.b.iv in respect of a fee simple estate granted under paragraph 53 is not inconsistent with common law principles.

LIMITS ON PROVINCIAL EXPROPRIATION

122. British Columbia acknowledges that it is of fundamental importance to maintain the size and integrity of Tla'amin Lands and, therefore, as a general principle interests in Tla'amin Lands will not be expropriated under Provincial Law.

123. Where a Provincial Expropriating Authority has determined that it requires an estate or interest in Tla'amin Lands, the Provincial Expropriating Authority will make reasonable efforts to acquire the estate or interest through agreement with the Tla'amin Nation.

124. Notwithstanding paragraphs 122 and 123, and paragraph 2 of the Environmental Assessment and Environmental Protection Chapter, a Provincial Expropriating Authority may expropriate Tla'amin Lands in accordance with Appendix J-1 and Provincial Law and with the consent and by the order of the Lieutenant-Governor-in-Council.

125. Notwithstanding paragraph 122, Subsurface Resources owned by the Tla'amin Nation on Tla'amin Lands may not be expropriated by Local Government.

126. An expropriation of Tla'amin Lands by a Provincial Expropriating Authority will be the most limited estate or interest in Tla'amin Lands necessary and will be expropriated for the shortest time possible.

LIMITS ON FEDERAL EXPROPRIATION

127. Canada acknowledges that it is of fundamental importance to maintain the size and integrity of Tla'amin Lands and, therefore, as a general principle interests in Tla'amin Lands will not be expropriated under Federal Law.

128. Notwithstanding paragraph 127, any interest in Tla'amin Lands may be expropriated by a Federal Expropriating Authority in accordance with Appendix J-2 and Federal Law and with the consent and by the order of the Governor-in-Council.

129. Nothing in this Agreement affects or limits the application of the *Emergencies Act* to Tla'amin Lands and that Act will continue to apply on Tla'amin Lands.

CHAPTER 4 – LAND TITLE

FEDERAL TITLE REGISTRATION

1. Federal land title and land registry laws, other than laws with respect to the survey and recording of interests or estates that are owned by Canada and are in Tla'amin Lands, do not apply to any parcel of Tla'amin Lands.

REGISTRATION OF INDEFEASIBLE TITLE AND INTERESTS ON EFFECTIVE DATE

2. On the Effective Date:

   a. an indefeasible title in the name of the Tla'amin Nation to those parcels of Tla'amin Lands identified as:

      i. Former Sliammon Indian Reserves;

      ii. Blocks A and B of District Lot 390, Group 1, New Westminster District, shown on Plan 7TU842 recorded in the British Columbia Crown Land Registry;

      iii. Sliammon Road being firstly, that portion of a road Right of Way shown on Plan RD2566 CLSR lying immediately south of Lund Road (Highway 101) as shown on Plan 51177 CLSR, and secondly, a road Right of Way shown outlined in green on Plan 51177 CLSR, lying immediately south of Lund Road as shown on Plan 51177 CLSR; and

      iv. the Old Lund Highway being a strip of land 66 feet wide with the centreline shown on Plan RD2208 CLSR, lying immediately north of Lund Road (Highway 101) as shown on Plan 52926 CLSR;

   b. an indefeasible title in the name of the Tla'amin Nation to those parcels of Tla'amin Lands described in:

      i. Map 4a, Part 2 of Appendix C-2;

      ii. Map 8, Part 2 of Appendix C-2;

      iii. Map 10, Part 2 of Appendix C-2; and

      iv. Part 1 of Appendix C-4 and identified for illustrative purposes in Part 2 of Appendix C-4 as "Oyster Plant Upland Parcel";

c. an indefeasible title to the Lund Hotel Parcels as follows:

   i. in the name of "593035 B.C. Ltd." to Lot 2, District Lot 1612, Group 1, New Westminster District, Plan 17853, except part subdivided by Plan LMP26444 and Lot 4, District Lot 1612, Group 1, New Westminster District, Plan 11021; and

   ii. in the name of "Sliammon Development Corporation Inc. No. 491626" to Block 3, District Lot 1612, Group 1, New Westminster District, Plan 10681;

d. an indefeasible title in the name of the Tla'amin Nation to Other Tla'amin Lands;

e. the interests referred to in Part 3 of Appendix C-3 in accordance with paragraph 25 of the Lands Chapter;

f. the interests referred to in Part 1 of Appendix F-1 in accordance with paragraph 51.a.i of the Lands Chapter;

g. the interests referred to in Parts 2 and 3 of Appendix F-1 in accordance with paragraph 55 of the Lands Chapter;

h. the interests referred to in Part 1 of Appendix F-2 in accordance with paragraph 55 of the Lands Chapter, unless that person has agreed in writing that the interest does not need to be granted;

i. any other interests in Tla'amin Lands already registered in the Land Title Office; and

j. any other interests agreed to by the Parties,

will be registered or will remain registered in the Land Title Office in accordance with this Agreement and the requirements of the *Land Title Act*.

3. On registration of the indefeasible title to a parcel of Tla'amin Lands referred to in subparagraphs 2.a and 2.b, the Registrar will make a notation on the indefeasible title that the parcel is Tla'amin Lands and may be subject to conditions, provisos, restrictions, exceptions and reservations, in favour of the Tla'amin Nation.

4. On the Effective Date, subject to the Tla'amin Nation meeting the conditions under paragraph 25 of the Lands Chapter, the Registrar will make a notation on the indefeasible title of the parcels referred to in subparagraph 2.c that the parcels are Tla'amin Lands and are subject to

the conditions, provisos, restrictions, exceptions and reservations set out in paragraph 26 of the Lands Chapter, in favour of the Tla'amin Nation.

REGISTRATION OF INDEFEASIBLE TITLE AND INTERESTS AFTER EFFECTIVE DATE

5. After the Effective Date:

   a. an indefeasible title in the name of the Tla'amin Nation to those parcels of Tla'amin Lands described in Appendix C-2, except those parcels registered on the Effective Date under subparagraph 2.b; and

   b. the interests of the Tla'amin Nation in those Tla'amin Lands that the Tla'amin Nation determines need to be registered,

   as set out in and determined by the survey and registration protocol described in paragraph 107 of the Lands Chapter, will be registered in the Land Title Office in accordance with this Agreement and the requirements of the *Land Title Act*.

LAND TITLE FEES

6. Notwithstanding any provision contained in the *Land Title Act*, or any other Provincial Law, no land title fees, including the provision of a State of Title Certificate and any fees associated with the issuance of survey instructions, parcel designation, plan confirmation, and final survey plan examination and recording, are payable by any Party or the holder of an interest referred to in paragraph 2 on or after the Effective Date in respect of:

   a. the first registration of indefeasible title to any portion of land described in subparagraphs 1.a, 1.b and 1.d of the Lands Chapter in the name of the Tla'amin Nation;

   b. the designation of the Lund Hotel Parcels as Tla'amin Lands;

   c. the first registration of indefeasible title to Other Tla'amin Lands in the name of the Tla'amin Nation;

   d. a reference or subdivision plan accompanying an application, under subparagraph 6.a, for registration under Sections 25 or 26 of Schedule 1 of the Land Title Act;

e. the first registration of any interests referred to in paragraph 51 of the Lands Chapter, including any related plans, but excluding any interests in favour of a Public Utility;

f. the first registration of indefeasible title to, or first registration of the transfer of, any lands which are transferred by British Columbia to the Tla'amin Nation under section 19 of Appendix J-1 and are added to Tla'amin Lands under section 20;

g. the first registration of indefeasible title to, or first registration of the transfer of any lands which are transferred by Canada to the Tla'amin Nation under section 10 of Appendix J-2 and are added to Tla'amin Lands under section 22;

h. the first registration of indefeasible title to, or first registration of the transfer of, any lands which are transferred by a Provincial Expropriating Authority to the Tla'amin Nation under section 21 of Appendix J-1 and are added to Tla'amin Lands under section 23;

i. the first registration of indefeasible title to, or first registration of the transfer of, any lands which are transferred by a Federal Expropriating Authority to the Tla'amin Nation under section 23 of Appendix J-2 and are added to Tla'amin Lands under section 25;

j. the first registration of indefeasible title to, or first registration of the transfer of, any lands which are transferred by British Columbia to the Tla'amin Nation under subparagraph 16.a of the Roads and Rights of Way Chapter and are added to Tla'amin Lands under subparagraph 16.b of that Chapter;

k. the first registration of indefeasible title to, or first registration of the transfer of, lands for which the Tla'amin Nation has received approval under paragraph 88 or provided notice under paragraphs 90, 94 or 98 of the Lands Chapter to add those lands to Tla'amin Lands;

l. the transfer of a parcel of Tla'amin Lands that has been expropriated by a Provincial Expropriation Authority or Federal Expropriation Authority; or

m. the filing of a certificate under Section 29 of Schedule 1 of the *Land Title Act* in respect of the addition or removal of Tla'amin Lands.

APPLICATION OF LAND TITLE SYSTEM

7. The *Land Title Act* applies to all parcels of Tla'amin Lands:

   a. registered on the Effective Date under this Agreement; or

   b. for which the Tla'amin Nation applies for registration under that Act in accordance with this Agreement, from the time of application and until the application has been withdrawn or rejected, or the indefeasible title is cancelled.

8. The *Land Title Act* does not apply to a parcel of Tla'amin Lands for which:

   a. no application has been made under that Act in accordance with this Agreement for the registration of an indefeasible title;

   b. an application has been made under that Act in accordance with this Agreement for the registration of an indefeasible title and that application has been withdrawn or rejected; or

   c. the indefeasible title under that Act has been cancelled in accordance with this Agreement.

9. No title adverse to, or in derogation of, the title of the registered owner of a parcel of Tla'amin Lands under the *Land Title Act* will be acquired by length of possession and, for greater certainty, subsection 23(4) of the *Land Title Act* does not apply in respect of Tla'amin Lands.

10. Notwithstanding paragraph 118 of the Lands Chapter, where the *Land Title Act* applies to a parcel of Tla'amin Lands, that Act prevails to the extent of a Conflict with Tla'amin Law under paragraph 116 of the Lands Chapter in respect of that parcel.

11. When the *Land Title Act* applies to Tla'amin Lands:

   a. the jurisdiction of the Tla'amin Nation is not diminished, except to the extent set out in this Agreement;

   b. the powers, rights, privileges, capacities, duties and obligations of the Tla'amin Nation under this Agreement in respect of Tla'amin Lands under that Act are analogous to those of the Crown in relation to Crown land or a Local Government in relation to Local Government lands under that Act; and

   c. the status and treatment of Tla'amin Lands under that Act are analogous to that of municipal lands or rural area, as the case may be, under that Act.

APPLICATION FOR REGISTRATION OF INDEFEASIBLE TITLE

12. The Tla'amin Nation, and no other person, may apply under the *Land Title Act* for the registration of an indefeasible title to a parcel of Tla'amin Lands for which no indefeasible title is registered at the time of application, and such application may be made in the name of the Tla'amin Nation or on behalf of another person.

13. When applying for the registration of an indefeasible title to a parcel of Tla'amin Lands under paragraph 12 the Tla'amin Nation will provide to the Registrar:

    a. a plan of the parcel that has been prepared by a British Columbia Land Surveyor and signed by the Surveyor General of British Columbia;

    b. a Tla'amin Nation Certificate certifying the person named as the owner of the fee simple estate is the owner of the fee simple estate of the parcel as of the date of the certificate and certifying that the certificate sets out all:

        i. subsisting conditions, provisos, restrictions, including restrictions on alienation, exceptions and reservations, including royalties, contained in the original or any other conveyance or disposition from the Tla'amin Nation that are in favour of the Tla'amin Nation, or that are in favour of another person;

        ii. interests or estates; and

        iii. charges, including charges in respect of debts owed to the Tla'amin Nation,

       to which the fee simple estate of the parcel is subject; and

    c. registrable instruments necessary to register all of the items referred to in subparagraph 13.b.

14. A Tla'amin Nation Certificate expires where:

    a. within seven days of the date of the Tla'amin Nation Certificate the Tla'amin Nation has not applied for registration of an indefeasible title to the parcel referred to in the Tla'amin Nation Certificate, unless otherwise provided for under the *Land Title Act*; or

b. an application under paragraph 12 has been made but that application has been withdrawn or rejected under the *Land Title Act*.

15. Where the Tla'amin Nation makes an application for the registration of indefeasible title to a parcel of Tla'amin Lands under paragraph 12 and the Registrar is satisfied that:

a. a good safe holding and marketable title in fee simple for the parcel has been established by the Tla'amin Nation;

b. the boundaries of the parcel are sufficiently defined by the plan provided by the Tla'amin Nation;

c. all of the estates, interests and other charges set out in the Tla'amin Nation Certificate are registrable under the *Land Title Act*; and

d. the Tla'amin Nation Certificate complies with the *Land Title Act*,

then the Registrar will:

e. register the indefeasible title to the parcel in the name of the person named in the Tla'amin Nation Certificate;

f. make a note on the indefeasible title that the parcel is Tla'amin Lands and may be subject to conditions, provisos, restrictions, exceptions and reservations in favour of the Tla'amin Nation or another person; and

g. register as charges the estates and interests set out in subparagraph 13.b.ii and the other charges set out in subparagraph 13.b.iii.

16. The Registrar is entitled to rely on, and is not required to make any inquiries with respect to, the matters certified in the Tla'amin Nation Certificate.

17. A person deprived of an estate, interest, condition, proviso, restriction, exception or reservation, in or to a parcel of Tla'amin Lands as a result of the reliance by the Registrar on the Tla'amin Nation Certificate, and the issuance by the Registrar of an indefeasible title based on the Tla'amin Nation Certificate, will have no recourse, at law or in equity, against the Registrar, the assurance fund under the *Land Title Act*, British Columbia or Canada.

18. Upon registration under paragraphs 2 and 5 the Parties, where necessary, will amend Appendix C and, where applicable, Appendix L in accordance with paragraph 9 of the Amendment Chapter, to reflect any adjustments to the boundaries of Tla'amin Lands.

19. Subject to this Agreement, to the extent that the following instruments are applicable to a parcel of land registered under paragraphs 2 and 5, the Parties will present the instruments for registration in the following order of priority:

   a. any Right of Way in favour of the Tla'amin Nation;

   b. any distribution Rights of Way in favour of British Columbia Hydro and Power Authority;

   c. any distribution Rights of Way in favour of TELUS Communications Inc.;

   d. any Rights of Way in favour of other Public Utilities; and

   e. any other instruments.

20. Upon the request of the Parties and with the appointee's agreement, each holder of an interest referred to in paragraph 19 may appoint the Tla'amin Nation, Canada or British Columbia, as applicable, as its agent for the purpose of making such changes to the instruments, whether executed or not, as may be necessary in order to ensure that the instruments are in registrable form.

CANCELLATION OF INDEFEASIBLE TITLE

21. The Tla'amin Nation, and no other person, may apply under the *Land Title Act* in accordance with this Chapter for cancellation of the registration of an indefeasible title to a parcel of Tla'amin Lands.

22. When applying for the cancellation of the registration of an indefeasible title to a parcel of Tla'amin Lands, the Tla'amin Nation will provide to the Registrar an application for cancellation of registration and will deliver to the Registrar any duplicate indefeasible title that may have been issued with respect to that parcel.

23. Upon receiving an application from the Tla'amin Nation under paragraphs 21 and 22, the Registrar will cancel the registration of the indefeasible title where:

a. the registered owner is the Tla'amin Nation, a Tla'amin Corporation or a Tla'amin Public Institution;

b. the registered owner provides written consent; and

c. the indefeasible title is free and clear of all charges, except those in favour of the Tla'amin Nation.

SUBSEQUENT REGISTRATION OF CANCELLED INDEFEASIBLE TITLE

24. Where the indefeasible title to a parcel of Tla'amin Lands has been cancelled by the Registrar under paragraph 23, the Tla'amin Nation, and no other person, may subsequently apply under the *Land Title Act* for the registration of an indefeasible title to that parcel of Tla'amin Lands and such application may be made in the name of the Tla'amin Nation or on behalf of another person.

25. Paragraphs 13 to 17 apply when the Tla'amin Nation applies for the registration of indefeasible title to a parcel of Tla'amin Lands under paragraph 24.

26. Where the Tla'amin Nation makes an application for the registration of indefeasible title to a parcel of Tla'amin Lands under paragraph 24, then, effective from the time of application and until the application has been withdrawn or rejected, or the indefeasible title for that parcel is cancelled, the *Land Title Act* applies to the parcel.

CHAPTER 5 – ACCESS

GENERAL

1. Except as modified by this Agreement, the Tla'amin Nation as owner of Tla'amin Lands has the same rights and obligations in respect of public access to Tla'amin Lands as other owners of estates in fee simple have in respect of public access to their land.

2. Except as modified by paragraphs 30 and 31, the Tla'amin Nation's liability for public access to Tla'amin Public Lands is comparable to the liability of the provincial Crown for public access to unoccupied provincial Crown land.

DESIGNATIONS OF TLA'AMIN LANDS

3. Ahgykson is designated as Tla'amin Private Lands.

4. The Tla'amin Nation may designate portions of Tla'amin Lands as Tla'amin Private Lands where the Tla'amin Nation authorizes a use or disposition of those portions that is incompatible with public access.

5. Before making a designation under paragraph 4, or changing the boundaries of Tla'amin Private Lands, the Tla'amin Nation will:

   a. provide reasonable notice to Canada, British Columbia and the public of the proposed designation; and

   b. consider views advanced by Canada, British Columbia or the public in respect of the proposed designation.

6. Where the designation of Tla'amin Lands as Tla'amin Private Lands has or will have the effect of preventing public access to an area or location to which there is a public right of access under Federal or Provincial Law, such as navigable waters or Provincial Crown Roads, the Tla'amin Nation will provide reasonable alternative means of public access to that area or location.

7. For greater certainty, paragraph 6 will not apply where British Columbia and the Tla'amin Nation agree that a reasonable alternative means of public access across provincial Crown land already exists.

PUBLIC ACCESS ON TLA'AMIN PUBLIC LANDS

8. The Tla'amin Nation will allow reasonable public access on Tla'amin Public Lands for temporary recreational and non-commercial purposes, including reasonable access for the public to hunt and fish on Tla'amin Public Lands.

9. Public access under paragraph 8 will be in accordance with Tla'amin Law respecting public access to Tla'amin Public Lands.

10. Public access to Tla'amin Public Lands does not include:

    a. the harvesting or extraction of resources owned by the Tla'amin Nation unless authorized by the Tla'amin Nation or as set out in this Agreement;

    b. causing mischief or nuisance;

    c. causing damage to Tla'amin Public Lands or resources owned by the Tla'amin Nation; or

    d. interfering with other uses authorized by the Tla'amin Nation or interfering with the ability of the Tla'amin Nation to authorize uses or dispose of Tla'amin Public Lands.

11. Any hunting or fishing on Tla'amin Public Lands by the public will be in accordance with Federal and Provincial Law.

TLA'AMIN PUBLIC ACCESS PERMITS

12. For the purpose of monitoring and regulating public access under paragraph 8, the Tla'amin Nation may require persons other than Tla'amin Citizens to obtain a permit or licence or to sign a waiver.

13. The Tla'amin Nation will make any permits, licences or waivers which may be required under paragraph 12 reasonably available at a reasonable fee taking into account the administrative and other costs of monitoring and regulating public access.

NOTICE OF TERMS AND CONDITIONS OF PUBLIC ACCESS

14. The Tla'amin Nation will take reasonable measures to notify the public of the terms and conditions respecting public access on Tla'amin Public Lands, including any requirement under paragraph 12.

15. The Tla'amin Nation will notify Canada and British Columbia of any proposed Tla'amin Law that would significantly affect public access on Tla'amin Public Lands. Upon request, the Tla'amin Nation will discuss the proposed law with Canada or British Columbia.

PUBLIC RIGHT OF NAVIGATION

16. Nothing in this Agreement affects the public right of navigation.

LAW-MAKING AUTHORITY

17. The Tla'amin Nation may make laws regulating public access on Tla'amin Lands for:

    a. the prevention of harvesting or extracting of resources owned by the Tla'amin Nation; and

    b. the protection of Heritage Sites.

18. Tla'amin Law under paragraph 17 prevails to the extent of a Conflict with Federal or Provincial Law.

19. The Tla'amin Nation may make laws regulating public access on Tla'amin Lands for:

    a. the purposes of public safety;

    b. the prevention of nuisance or damage, including forest fire prevention; and

    c. the protection of sensitive habitat.

20. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 19.

ACCESS TO TENURES

21. The Tla'amin Nation will allow reasonable access at no cost to any tenure located on or beneath Tla'amin Lands, consistent with the terms and conditions of those tenures.

22. Where no other reasonable access exists across Crown land, the Tla'amin Nation will allow reasonable access at no cost across Tla'amin Lands to any tenure located on or beneath lands adjacent or in close proximity to Tla'amin Lands, consistent with the terms and conditions of those tenures.

23. For greater certainty, nothing in paragraph 21 or 22 obligates the Tla'amin Nation to pay any costs associated with access to a tenure referred to in those paragraphs.

ACCESS TO ESTATES IN FEE SIMPLE

24. The Tla'amin Nation will allow reasonable access to the fee simple estates listed in Part 6 of Appendix F-4 in accordance with subparagraph 51.d.iii of the Lands Chapter.

25. Where no other reasonable access exists across Crown land, the Tla'amin Nation will allow reasonable access at no cost across Tla'amin Lands to any fee simple estate adjacent or in close proximity to Tla'amin Lands.

26. For greater certainty, nothing in paragraph 24 or 25 obligates the Tla'amin Nation to pay any costs associated with access to a fee simple estate referred to in those paragraphs.

SUNSHINE COAST TRAIL

27. The Tla'amin Nation will allow reasonable public access to and use of those portions of the Sunshine Coast Trail on Tla'amin Lands for temporary recreational purposes subject to the conditions set out in paragraph 10.

28. The Tla'amin Nation is not responsible for the management or maintenance of those portions of the Sunshine Coast Trail on Tla'amin Lands or any other portion of the Sunshine Coast Trail.

29. On the Effective Date, the Tla'amin Nation and the Powell River Parks and Wilderness Society will enter into an agreement in substantially the form set out in Part 2 of Appendix K relating to the management and maintenance of the Sunshine Coast Trail.

30. For the purposes of paragraph 27, the Tla'amin Nation has no duty of care to an individual in respect of risks willingly assumed by that individual other than a duty not to:

    a. create a danger with intent to do harm to the individual or damage to the individual's property; or

    b. act with reckless disregard to the safety of the individual or the integrity of the individual's property.

31. An individual using the Sunshine Coast Trail on Tla'amin Lands is deemed to have willingly assumed all risks. The Tla'amin Nation is subject only to

the duty of care set out in paragraph 30 where the Tla'amin Nation receives no payment or other consideration for the use or activity, other than a payment or other consideration from a government, government agency or a non-profit recreational club or association.

CROWN ACCESS TO TLA'AMIN LANDS

32. Agents, employees, contractors and other representatives of Canada, British Columbia or Public Utilities, and members of the Canadian Armed Forces and peace officers, will have access to Tla'amin Lands, at no cost, in order to:

    a. enforce laws;

    b. carry out duties under Federal and Provincial Law;

    c. carry out inspections;

    d. respond to emergencies and natural disasters;

    e. deliver programs and services; and

    f. carry out other specified purposes as set out in this Agreement.

33. Any access under paragraph 32 will be in accordance with Federal and Provincial Law, including the payment of compensation for any damage to Tla'amin Lands where required by Federal or Provincial Law.

34. If at any time a Railway runs through or adjacent to Tla'amin Lands, paragraph 32 shall be read to also apply to agents, employees, contractors and other representatives of Railways.

35. The Department of National Defence and the Canadian Armed Forces will have access to Tla'amin Lands for military exercises with the agreement of the Tla'amin Nation. Failing agreement on conditions for the exercise of that access, the Minister of National Defence may refer the dispute for resolution under the Dispute Resolution Chapter but the Department of National Defence and the Canadian Armed Forces may not exercise that access until the dispute has been resolved.

36. Nothing in this Agreement limits the authority of the Minister of National Defence under section 257 of the *National Defence Act*.

37. This Agreement does not affect the ability of individuals acting in an official capacity pursuant to lawful authority to have access to Tla'amin Lands.

38. Unless otherwise agreed, Canada or British Columbia, as the case may be, will provide reasonable notice of entry onto Tla'amin Lands under paragraph 32 to the Tla'amin Nation:

    a. before the entry, if it is practicable to do so; or

    b. as soon as practicable after the entry.

39. The requirement to provide reasonable notice under paragraph 38 does not apply to peace officers, investigators, or federal or provincial law enforcement officers carrying out duties under Federal or Provincial Law.

TLA'AMIN ACCESS OFF TLA'AMIN LANDS

40. Agents, employees, contractors and other representatives of the Tla'amin Nation may have access off Tla'amin Lands, at no cost, in order to:

    a. enforce laws;

    b. carry out inspections;

    c. respond to emergencies and natural disasters;

    d. deliver programs and services; and

    e. carry out other specified purposes as set out in this Agreement.

41. Any access under paragraph 40 will be in accordance with Federal and Provincial Law, including the payment of compensation for any damage where required by Federal or Provincial Law.

42. Unless otherwise agreed, the Tla'amin Nation will provide reasonable notice of entry onto Crown land under paragraph 40 to Canada or British Columbia, as the case may be:

    a. before the entry if it is practicable to do so; or

    b. as soon as practicable after the entry.

43. Tla'amin Citizens will have reasonable access to the Tla'amin Fishing Area, Wildlife and Migratory Birds Harvest Area and the Tla'amin Plant Gathering Area to allow for the exercise of the Tla'amin Nation's rights set out in this Agreement, subject to Federal and Provincial Law.

44. Where an authorized use or disposition of provincial Crown land would deny the Tla'amin Nation reasonable access to Tla'amin Lands, British Columbia will allow reasonable access across provincial Crown land.

CHAPTER 6 – ROADS AND RIGHTS OF WAY

LAW-MAKING AUTHORITY

1. The Tla'amin Nation may make laws in respect of traffic, transportation, parking and highways on Tla'amin Lands to the same extent as municipal governments in British Columbia.

2. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 1.

ENTRY ON TLA'AMIN LANDS

3. In addition to the provisions of the Access Chapter, British Columbia, a Public Utility or a Local Government and their agents, employees, contractors and other representatives may have access to Tla'amin Lands, including Tla'amin Roads, at no cost, for the purpose of undertaking works, including:

   a. constructing drainage works;

   b. maintaining slope stability;

   c. removing dangerous trees or other hazards;

   d. carrying out vegetation management;

   e. carrying out normal repairs; or

   f. carrying out emergency repairs,

   where this is necessary for constructing, operating, maintaining, repairing, replacing, removing or protecting Provincial Crown Roads, Rights of Way, municipal roads or works located on Provincial Crown Roads, Rights of Way or municipal roads or works that are on or adjacent to Tla'amin Lands.

WORK PLANS

4. Before commencing any work referred to in paragraph 3, British Columbia, a Public Utility or a Local Government will notify and, at the Tla'amin Nation's request, deliver to the Tla'amin Nation a written work plan describing the effect and extent of the proposed work on Tla'amin Lands. The Tla'amin Nation will, within 30 days of receipt of the work plan, notify British Columbia, the Public Utility or the Local Government, as the case

may be, as to whether or not it approves the work plan, such approval not to be unreasonably withheld.

5. Where the Tla'amin Nation does not approve a work plan prepared by British Columbia under paragraph 4, the dispute will be finally determined by arbitration under the Dispute Resolution Chapter without having to proceed through Stages One and Two.

UNDERTAKING OF WORKS

6. In undertaking works referred to in paragraph 3, British Columbia, a Public Utility or a Local Government, as the case may be, will:

   a. minimize the damage to, and time spent on, Tla'amin Lands; and

   b. pay compensation to the Tla'amin Nation for any interference with, or damage to, Tla'amin Lands resulting from the works.

7. Where British Columbia and the Tla'amin Nation do not agree on compensation under subparagraph 6.b with respect to the works undertaken by British Columbia, the dispute will be finally determined by arbitration under the Dispute Resolution Chapter.

8. Subparagraph 6.b is subject to the terms of any grant issued by the Tla'amin Nation or any agreement between the Tla'amin Nation and the person undertaking works referred to in paragraph 3.

EMERGENCY WORKS

9. Notwithstanding any other provision of this Agreement, British Columbia, a Public Utility or a Local Government, as the case may be, may undertake works and take steps on Tla'amin Lands that are urgently required in order to protect works constructed on Provincial Crown Roads, Rights of Way or municipal roads, or to protect persons or vehicles using Provincial Crown Roads, Rights of Way or municipal roads.

10. British Columbia, a Public Utility or a Local Government, as the case may be, will notify the Tla'amin Nation that it has undertaken works on Tla'amin Lands under paragraph 9.

PROVINCIAL CROWN ROADS

11. Provincial Crown Roads and lands set aside for use as a Provincial Crown Road identified in Appendix L are not part of Tla'amin Lands.

12. British Columbia is responsible for the maintenance and repair of Provincial Crown Roads.

13. British Columbia will Consult with the Tla'amin Nation regarding new uses for or major road construction of Provincial Crown Roads on or adjacent to Tla'amin Lands.

REALIGNMENT OF PROVINCIAL CROWN ROADS

14. Where British Columbia acquires by agreement or expropriates an estate or interest in a parcel of Tla'amin Lands for the purpose of realigning all or a portion of a Provincial Crown Road:

    a. at the request of the Tla'amin Nation, British Columbia will transfer to the Tla'amin Nation that portion of the Provincial Crown Road on or adjacent to Tla'amin Lands that is no longer required for road, highway or Public Utility purposes and that land will become Tla'amin Lands;

    b. the estate or interest transferred to or expropriated by British Columbia for the purpose of such realignment will be the same as the estate or interest held by British Columbia in the pre-existing Provincial Crown Road; and

    c. upon completion of any transfers or expropriation under this paragraph, Appendices C and L will, where appropriate, be amended in accordance with the process set out in paragraph 9 of the Amendment Chapter.

15. Where the Tla'amin Nation does not request a transfer under subparagraph 14.a:

    a. British Columbia will not transfer its interest in the pre-existing Provincial Crown Road to the Tla'amin Nation;

    b. the Tla'amin Nation will transfer any Tla'amin Lands between the pre-existing Provincial Crown Road and the new Provincial Crown Road to British Columbia; and

    c. British Columbia will compensate the Tla'amin Nation for the value of the land retained by and transferred to British Columbia under subparagraphs 15.a and 15.b.

CLOSURE OF PROVINCIAL CROWN ROADS

16. Where a Provincial Crown Road adjacent to Tla'amin Lands is closed and is no longer required for road, highway or Public Utility purposes:

    a. British Columbia will provide the Tla'amin Nation with a right of first refusal to acquire, on mutually acceptable terms, that portion of the land adjacent to Tla'amin Lands; and

    b. where the Tla'amin Nation acquires the land under subparagraph 16.a, it may request the addition of the land to Tla'amin Lands under paragraph 85 of the Lands Chapter.

TLA'AMIN ROADS

17. Tla'amin Roads are part of Tla'amin Lands.

18. The Tla'amin Nation is responsible for the maintenance and repair of Tla'amin Roads.

19. Tla'amin Roads are open to the public unless designated otherwise by the Tla'amin Nation.

20. Subject to this Agreement, the Tla'amin Nation may temporarily or permanently close Tla'amin Roads.

21. Before the Tla'amin Nation permanently closes a Tla'amin Road, the Tla'amin Nation will:

    a. provide public notice and an opportunity for affected persons to make representations to the Tla'amin Nation; and

    b. notify Public Utilities whose facilities or works may be affected.

PUBLIC UTILITIES

22. The Tla'amin Nation will issue interests to the Public Utilities identified in Part 4 of Appendix F-1, Part 1 of Appendix F-2 and Part 7 of Appendix F-4 as provided for under paragraph 55 of the Lands Chapter.

23. With the prior written approval of the Tla'amin Nation, a Public Utility may extend or locate and install new works on Tla'amin Lands on substantially the same terms and conditions as the applicable form of document in Appendix F-5 where it is necessary to meet demand for service on or off Tla'amin Lands.

24. The Tla'amin Nation will not unreasonably withhold approval for works referred to in paragraph 23.

25. Nothing in paragraph 23 requires a Public Utility to obtain the approval of the Tla'amin Nation for usual service extensions or connections to Public Utility works or to deliver and manage services to customers of a Public Utility.

26. Tla'amin Law will not apply to the regulation of the business of a Public Utility or the planning, development, construction, repair, maintenance, operation or decommissioning of a Public Utility's authorized works.

27. Without limiting the generality of paragraph 26, Tla'amin Law and the Tla'amin Nation's use or occupation of Tla'amin Lands will not impair or frustrate:

    a. a Public Utility's authorized use or occupation of its interest issued under this Agreement; or

    b. a Public Utility's authorized use or occupation of Tla'amin Lands.

28. An interest of a Public Utility established after the Effective Date on or adjacent to Tla'amin Lands will be subject to this Agreement.

ACCESS AND SAFETY REGULATION

29. Nothing in this Agreement limits the authority of British Columbia to regulate all matters in respect of:

    a. the location and design of intersecting roads giving access to or from Provincial Crown Roads, including:

        i. regulating or requiring signs, signals or other traffic control devices;

        ii. regulating and requiring merging lanes, on ramps and off ramps; or

        iii. requiring contributions to the cost of the matters referred to in subparagraphs 29.a.i and 29.a.ii; and

    b. the height and location of structures on Tla'amin Lands adjacent to Provincial Crown Roads to the extent reasonably required to protect the safety of the users of the Provincial Crown Road or the functional capacity of the Provincial Crown Road.

30. British Columbia will provide the Tla'amin Nation with any licence, permit or approval required under Provincial Law to join or intersect a Provincial Crown Road with a Tla'amin Road where:

    a. the application for the required licence, permit or approval complies with Provincial Law, including the payment of any prescribed fees; and

    b. the joining or intersecting Tla'amin Road complies with standards established under Provincial Law for equivalent Provincial Crown Roads.

31. Where the Tla'amin Nation and British Columbia fail to agree on the location of a joining or intersecting Tla'amin Road, the Tla'amin Nation or British Columbia may refer the dispute for resolution under the Dispute Resolution Chapter.

32. The Tla'amin Nation will Consult with British Columbia on land use decisions relating to the development of Tla'amin Lands adjacent to Provincial Crown Roads.

CONSULTATION REGARDING TRAFFIC REGULATION

33. Upon the Tla'amin Nation's request, British Columbia will Consult with the Tla'amin Nation with respect to existing regulation of traffic and transportation on a Provincial Crown Road that is adjacent to a settled area on Tla'amin Lands.

CHAPTER 7 – WATER

GENERAL

1. Storage, diversion, extraction or use of water and Groundwater will be in accordance with Federal and Provincial Law.

2. The Tla'amin Nation may only sell water in accordance with Federal and Provincial Law that permit the sale of water.

3. This Agreement does not alter Federal or Provincial Law in respect of proprietary interests in water.

4. Notwithstanding paragraph 1, the *Water Utility Act* does not apply to the Tla'amin Nation, a Tla'amin Public Institution or a Tla'amin Corporation for the provision of services on Tla'amin Lands.

WATER RESERVATION

5. On the Effective Date, British Columbia will establish a water reservation under the *Water Act* in favour of the Tla'amin Nation of 11,225 cubic decametres of water per year from Streams set out in Schedule 1 for all purposes under the *Water Act* including domestic, agricultural and industrial uses, but excluding those purposes set out in paragraphs 25 to 27.

6. Any water reservation for the Tla'amin Nation established under paragraph 5 will have priority over all Water Licences other than:

    a. Water Licences for the Sliammon Creek watershed issued:

        i. before June 6, 2003;

        ii. pursuant to an application made before June 6, 2003; and

        iii. pursuant to water reservations established before June 6, 2003; and

    b. Water Licences other than for the Sliammon Creek watershed issued:

        i. before February 27, 2008;

        ii. pursuant to an application made before February 27, 2008; and

iii. pursuant to water reservations established before February 27, 2008.

WATER LICENCES

7. The Tla'amin Nation or, with the consent of the Tla'amin Nation, a Tla'amin Public Institution, Tla'amin Corporation or Tla'amin Citizen may apply to British Columbia for Water Licences for volumes of flow to be applied against the Tla'amin Nation's water reservation under paragraph 5.

8. The total volume of flow under the Water Licences to be applied against the Tla'amin Nation's water reservation under paragraph 5 may not exceed the monthly percentage of the Available Flow of each Stream listed in Schedule 1.

9. Where the Tla'amin Nation, a Tla'amin Public Institution, Tla'amin Corporation or Tla'amin Citizen applies to British Columbia for a water licence under paragraph 7, British Columbia will approve the application and issue a Water Licence if:

   a. the Tla'amin Nation has consented to the application;

   b. the application conforms to provincial regulatory requirements;

   c. there is sufficient unrecorded volume of flow in the Tla'amin Nation's water reservation;

   d. the application is for a volume of flow that, together with the total volume of flow licensed for that Stream under this Agreement, does not exceed a percentage of Available Flow for that Stream as set out in this Agreement; and

   e. where required, the application includes provisions for storage where the monthly Available Flow during periods of low flow is insufficient to meet proposed demand.

10. The volume of flow approved in a Water Licence issued under paragraph 9 will be deducted from the unrecorded volume of flow in the Tla'amin Nation's water reservation under paragraph 5.

11. A Water Licence issued under paragraph 9, for use on Tla'amin Lands, will not be subject to any rentals, fees or other charges except taxes by British Columbia.

12. Where a Water Licence issued under paragraph 9 is cancelled, expires or otherwise terminates, the volume of flow in that Water Licence will be added back to the unrecorded volume of flow in the Tla'amin Nation's water reservation.

13. This Agreement does not preclude the Tla'amin Nation, a Tla'amin Public Institution, Tla'amin Corporation or Tla'amin Citizen from applying for additional Water Licences under Provincial Law not provided for under the water reservation under paragraph 5.

WATER LICENCE ACCESS

14. Where the Tla'amin Nation, a Tla'amin Public Institution, Tla'amin Corporation or Tla'amin Citizen has a Water Licence issued under paragraph 9 or obtains a Water Licence under paragraph 13 and reasonably requires access across, or an interest in, provincial Crown land for the construction, maintenance, improvement or operation of works authorized under the licence, British Columbia will grant the access or interest on reasonable terms in accordance with Provincial Law.

15. Where a person other than the Tla'amin Nation, a Tla'amin Public Institution, Tla'amin Corporation or Tla'amin Citizen has a Water Licence and reasonably requires access across, or an interest in, Tla'amin Lands for the construction, maintenance, improvement, or operation of works authorized under the licence, the Tla'amin Nation may not unreasonably withhold consent to, and will take reasonable steps to ensure, that access or the granting of that interest where the licence holder offers fair compensation to the owner of the estate or interest affected.

16. For greater certainty, paragraph 15 does not apply to works, or access to works, on Tla'amin Lands which continue as provincial permits of occupation in accordance with Provincial Law or are replaced by the Tla'amin Nation under paragraph 55 of the Lands Chapter.

17. British Columbia will Consult with the Tla'amin Nation respecting applications for Water Licences made after the Effective Date where the applicant may reasonably require access across, or an interest in, Tla'amin Lands.

LAW-MAKING AUTHORITY

18. The Tla'amin Nation may make laws in relation to:

    a. the consent of the Tla'amin Nation under paragraph 7; and

b. the supply and use of water from a Water Licence issued under paragraph 9.

19. Tla'amin Law under subparagraph 18.a prevails to the extent of a Conflict with Federal of Provincial Law.

20. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under subparagraph 18.b.

GROUNDWATER

21. Where:

a. British Columbia brings into force Provincial Law regulating the volume of Groundwater under Tla'amin Lands which may be extracted and used; and

b. Groundwater is reasonably available,

British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on the volume of Groundwater that may be extracted and used for domestic, agricultural and industrial purposes by the Tla'amin Nation on Tla'amin Lands for as long as such Provincial Law is in effect.

22. For the purposes of paragraph 21, British Columbia and the Tla'amin Nation will:

a. determine the volume of flow of Groundwater that can reasonably be withdrawn from the Groundwater aquifer under consideration while maintaining the sustainability and quality of the Groundwater from the aquifer;

b. determine the existing and reasonable future needs for Groundwater of the Tla'amin Nation and Tla'amin Citizens on Tla'amin Lands, as well as the existing and future needs of other users in the area; and

c. take into account any applicable requirement under Federal and Provincial Law.

23. Where British Columbia and the Tla'amin Nation fail to agree under paragraph 21, the dispute will be finally determined by arbitration under the Dispute Resolution Chapter without having to proceed through Stages One and Two.

24. Access to Tla'amin Lands to extract Groundwater under Tla'amin Lands requires the consent of the Tla'amin Nation.

HYDRO POWER RESERVATION

25. In addition to the Tla'amin Nation's water reservation under paragraph 5, on the Effective Date British Columbia will establish a water reservation under the *Water Act* in favour of the Tla'amin Nation of the unrecorded water from Sliammon Creek, Appleton Creek and Theodosia River for 5 years to enable the Tla'amin Nation to investigate the suitability of those Streams for hydro power purposes, including related storage purposes.

26. Where:

    a. the Tla'amin Nation applies for a Water Licence for hydro power purposes and any related storage purposes for a volume of flow to be applied against the water reservation under paragraph 25;

    b. the proposed hydro power project conforms with Federal and Provincial Law; and

    c. there is sufficient Available Flow in the Stream that is subject to the water reservation,

    British Columbia will grant the Water Licence.

27. Where British Columbia issues a Water Licence under paragraph 26, the water reservation established under paragraph 25 will terminate in respect of that Stream.

SCHEDULE 1 – TLA'AMIN WATER VOLUMES

Streams partly within Tla'amin Lands and their specified monthly percentage of Available Flow:

Stream Name	Monthly Percentage of Available Flow
Sliammon Creek and Appleton Creek	29%
Okeover Creek	50%
Bern Creek	12.5%
Whiskey Still Creek	50%
Theodosia River	1.2%
Kwehtums Kahkeeky	40%

CHAPTER 8 – FOREST RESOURCES

FOREST RESOURCES

1. On the Effective Date, the Tla'amin Nation owns all Forest Resources on Tla'amin Lands.

2. Tla'amin Lands will be treated as Private Lands for the purposes of Provincial Law in relation to Forest Resources, Forest Practices and Range Practices.

3. The Tla'amin Nation, as owner, has the exclusive authority to determine, collect and administer any fees, rents, stumpage or charges, other than taxes, relating to Forest Resources on Tla'amin Lands.

4. The Tla'amin Nation may act through Tla'amin Government in exercising its authority under paragraph 3.

LAW-MAKING AUTHORITY

5. The Tla'amin Nation may make laws in relation to Forest Resources, Forest Practices and Range Practices on Tla'amin Lands.

6. Federal or Provincial Law prevails to the extent of a Conflict with a Tla'amin Law under paragraph 5.

TIMBER MARKING AND SCALING

7. Nothing in this Agreement confers authority on the Tla'amin Nation to make laws applicable to timber marks, timber marking and scaling and, for greater certainty, Provincial Law in relation to timber marks, timber marking and scaling applies to timber harvested on and transported off Tla'amin Lands.

MANUFACTURE AND EXPORT OF TIMBER

8. Timber Resources harvested from Tla'amin Lands will not be subject to any legal requirement for use or manufacturing in British Columbia under Provincial Law.

9. The Tla'amin Nation, or a person authorized by the Tla'amin Nation, may export Logs harvested from Tla'amin Lands in accordance with Federal Law and federal policy.

FOREST AND RANGE HEALTH

10. The Tla'amin Nation is responsible for the control of insects, diseases, invasive plants, animals or abiotic factors on Tla'amin Lands which may affect the health of Forest Resources on Tla'amin Lands.

11. Where Canada or British Columbia becomes aware of insects, diseases, invasive plants, animals or abiotic factors on Crown land that may threaten the health of Forest Resources on Tla'amin Lands, Canada or British Columbia, as the case may be, will notify the Tla'amin Nation.

12. Where the Tla'amin Nation becomes aware of insects, diseases, invasive plants, animals or abiotic factors on Tla'amin Lands that may threaten the health of Forest Resources on Crown land, the Tla'amin Nation will notify Canada or British Columbia, as the case may be.

13. Following notification by British Columbia or the Tla'amin Nation under paragraph 11 or 12, the Tla'amin Nation and British Columbia will use reasonable efforts to develop an appropriate response to minimize the impacts of such insects, diseases, invasive plants, animals or abiotic factors.

WILDFIRE SUPPRESSION AND CONTROL

14. Subject to the Wildfire Suppression Agreement entered into in accordance with paragraph 15 and subject to paragraphs 16 and 18, Provincial Law in respect of the protection of resources from wildfire and for wildfire prevention and control applies to Tla'amin Lands as Private Lands.

15. On the Effective Date, the Parties will enter into a Wildfire Suppression Agreement that will set out how the costs incurred by British Columbia for wildfire control on Tla'amin Lands for wildfires that originate on Tla'amin Lands will be shared by British Columbia, Canada and the Tla'amin Nation.

16. Subject to the limitations on the scope of the Tla'amin Nation's responsibility to pay wildfire control costs set out in the Wildfire Suppression Agreement, the Tla'amin Nation is responsible for one third of the costs incurred by British Columbia for wildfire control on Tla'amin Lands for wildfires that originate on such lands.

17. For greater certainty, the responsibility of the Tla'amin Nation under paragraph 16 for the costs incurred by British Columbia for wildfire control does not include responsibility for any costs associated with wildfire control costs off Tla'amin Lands.

18. British Columbia will respond to a wildfire originating on Tla'amin Lands on the same priority basis as for provincial Crown land and in accordance with any priorities set by the Minister.

19. For the purposes of paragraph 15:

    a. unless terminated at the written request of the Tla'amin Nation, the Wildfire Suppression Agreement will remain in effect between the Tla'amin Nation and British Columbia on the same terms, subject to those terms which the Tla'amin Nation and British Columbia negotiate on a periodic basis; and

    b. Canada's participation in the Wildfire Suppression Agreement will be limited to assuming a share of costs under that agreement for a period of 10 years commencing on the Effective Date.

20. Subject to any cost-sharing arrangement that may be in effect between Canada and British Columbia regarding wildfire suppression on lands provided under land claims agreements, Canada and British Columbia may, at their respective discretion, enter into new agreements from time to time in respect of Canada's continuing participation in the Wildfire Suppression Agreement following the 10 year period referred to in subparagraph 19.b.

21. Nothing in paragraph 15 or 16 limits the ability of any Party to pursue legal action against third parties.

22. At the request of the Tla'amin Nation, or in accordance with Provincial Law, British Columbia may enter on Tla'amin Lands and assist in the provision of, or carry out, wildfire control.

FOREST RESEARCH PLOTS

23. On the Effective Date, the Tla'amin Nation will grant British Columbia a licence in accordance with subparagraph 51.d.v of the Lands Chapter, in the form set out in Document 10 of Appendix F-5, to enter on Tla'amin Lands for the purpose of conducting forestry related studies, tests and experiments for the research plots described in Part 8 of Appendix F-4 and identified for illustrative purposes in Part 9 of Appendix F-4.

24. British Columbia and the Tla'amin Nation will not materially change or alter the Forest Resources under the licence granted under paragraph 23 for the term of the licence.

FOREST ROADS

25. British Columbia will ensure that the road identified in Appendix M will be deactivated in accordance with Provincial Law.

26. For greater certainty, British Columbia will have no obligation or liability with respect to any permitted or non-permitted forest roads that are not:

    a. identified in Appendix M; or

    b. maintained by British Columbia under an agreement with the Tla'amin Nation.

THIRD PARTY RIGHTS AND FULFILLMENT OF OBLIGATIONS

27. British Columbia will ensure that on the Effective Date, the following cease to be valid in respect of their application to Tla'amin Lands:

    a. any plan, permit or authorization associated with any agreement under the *Forest Act* or *Range Act*; and

    b. any agreement under the *Forest Act* or *Range Act*.

28. Unless otherwise agreed by the Tla'amin Nation, British Columbia will ensure that any obligation that applies on Tla'amin Lands in respect of Forest Practices and Range Practices, including road deactivation and reforestation, will be fulfilled in accordance with Provincial Law.

29. The Tla'amin Nation will provide access to Tla'amin Lands at no cost to British Columbia and to any tenure holder whose rights cease to be valid under paragraph 27, and to their respective employees, agents, contractors, successors or assigns, so that they may fulfill the obligations referred to in paragraphs 27 and 28.

INFORMATION SHARING

30. British Columbia and the Tla'amin Nation agree to share information from time to time in respect of Forest Practices and Range Practices on Tla'amin Lands and on provincial Crown land immediately adjacent to Tla'amin Lands.

CHAPTER 9 – FISHERIES

GENERAL

1. The Tla'amin Nation has the right to harvest Fish and Aquatic Plants for Domestic Purposes within the Tla'amin Fishing Area in accordance with this Agreement.

2. The Tla'amin Fishing Right is limited by measures necessary for conservation, public health or public safety.

3. The Tla'amin Fishing Right is held by the Tla'amin Nation and cannot be alienated.

4. This Agreement does not alter Federal or Provincial Law in respect of property in Fish and Aquatic Plants.

5. The Minister retains the authority for managing and conserving Fish, Aquatic Plants and Fish habitat.

6. The Tla'amin Nation has the right to Trade and Barter Fish and Aquatic Plants harvested under the Tla'amin Fishing Right:

   a. among themselves; or

   b. with other aboriginal people of Canada.

7. The right to Trade and Barter under paragraph 6 is held by the Tla'amin Nation and cannot be alienated.

8. Tla'amin Citizens may exercise the right to Trade and Barter under paragraph 6 except as otherwise provided under Tla'amin Law.

9. Fish and Aquatic Plants harvested under the Tla'amin Fishing Right may not be sold.

10. Harvesting of Fish and Aquatic Plants under the Tla'amin Fishing Right will be conducted in accordance with the provisions of Tla'amin Harvest Documents.

11. The Tla'amin Fishing Right will be exercised within the Tla'amin Fishing Area except as exercised in accordance with a Tla'amin Harvest Document that provides for harvesting outside the Tla'amin Fishing Area.

12. Subject to paragraphs 64 and 65, British Columbia may authorize the use or disposition of provincial Crown land and any such authorized use or disposition may affect the methods, times and locations of harvesting Fish and Aquatic Plants under the Tla'amin Fishing Right, provided that British Columbia ensures that any such authorized use or disposition does not deny the Tla'amin Nation the reasonable opportunity to harvest Fish and Aquatic Plants under the Tla'amin Fishing Right.

13. For the purposes of paragraph 12, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on a process to evaluate the impact of authorized uses and dispositions of provincial Crown land on the Tla'amin Nation's reasonable opportunity to harvest Fish and Aquatic Plants.

14. The Tla'amin Fishing Right will be exercised in a manner that does not interfere with authorized uses or dispositions of provincial Crown land existing as of the Effective Date or authorized in accordance with paragraph 12.

15. Tla'amin Citizens, or individuals designated by the Tla'amin Nation under paragraph 70 or 71, may use resources on provincial Crown land within the Tla'amin Fishing Area for purposes reasonably incidental to the exercise of the Tla'amin Fishing Right, subject to Federal and Provincial Law.

16. The Tla'amin Nation will have reasonable access to and over federal Crown land to allow for the exercise of the Tla'amin Fishing Right, subject to Federal or Provincial Law.

17. The Tla'amin Nation's right of access under paragraph 16 will be exercised in a manner that does not interfere with the use, grant, creation or disposition of an interest in federal Crown land from time to time.

18. Where the use, grant, creation or disposition of an interest in federal Crown land would deny the Tla'amin Nation's access under paragraph 16, Canada will ensure that alternative reasonable access is provided.

19. Notwithstanding paragraph 16, access to and over Indian Reserves is subject to the Tla'amin Nation obtaining the consent of the Indian Band for whom the Indian Reserve is set aside.

20. The Tla'amin Fishing Right may be exercised by those individuals who are designated by the Tla'amin Nation to harvest Fish and Aquatic Plants.

21. Subject to paragraph 22, any vessel used to harvest Fish and Aquatic Plants under the Tla'amin Fishing Right will be a vessel that has been

designated by the Tla'amin Nation. For greater certainty, this Agreement does not alter the application of Federal or Provincial Law in respect of foreign fishing vessels in Canadian waters.

22. The Tla'amin Fisheries Operational Guidelines may describe which vessels are not required to be designated and the period of time for which they are not required to be designated.

23. Neither Canada nor British Columbia will require an individual, designated by the Tla'amin Nation, to have a fishing licence to harvest Fish and Aquatic Plants under the Tla'amin Fishing Right.

24. Neither Canada nor British Columbia will charge a fee for a Tla'amin Harvest Document, or any management fee or landing fee in respect of fisheries authorized by a Tla'amin Harvest Document.

25. This Agreement does not preclude:

    a. Tla'amin Citizens from harvesting Fish and Aquatic Plants under a licence, permit or other document issued under a Federal or Provincial Law, or as otherwise authorized under Federal or Provincial Law;

    b. the Tla'amin Nation from concluding agreements that are in accordance with Federal and Provincial Law with other aboriginal groups in respect of designations; or

    c. Tla'amin Citizens from being designated by another aboriginal group to harvest Fish and Aquatic Plants under federal or provincial arrangements with that aboriginal group.

TLA'AMIN FISH ALLOCATIONS

26. The Tla'amin Fish Allocations for Fish and Aquatic Plants are described in Schedules 1 and 2.

27. In establishing an Available Terminal Harvest as defined in Schedule 1, the Minister may use pre-season estimates, in-season estimates and post-season catch data.

28. In any year, where the Minister determines that the quantity of a stock or species that is available for harvest is not sufficient to meet all anticipated allocations from that stock or species for the Tla'amin Nation and other aboriginal groups for Domestic Purposes the Minister may reduce any one or more of those allocations for that year.

29. Where, under paragraph 28, the Minister wishes to reduce a Tla'amin Fish Allocation, the Minister will inform the Tla'amin Nation and the Joint Fisheries Committee of the proposed reduction and, if time permits, will take into account any written recommendations on the proposed reduction received from the Joint Fisheries Committee before implementing the reduction.

30. Where, under paragraph 28, the Minister reduces a Tla'amin Fish Allocation, the Minister will give reasons in writing for the reduction to the Tla'amin Nation and the Joint Fisheries Committee.

DIFFERENCES IN HARVEST FROM TLA'AMIN FISH ALLOCATIONS

31. The Minister and the Tla'amin Nation will endeavor to minimize differences of the Tla'amin Nation harvest from the Tla'amin Fish Allocation in each year and in successive years.

32. The Joint Fisheries Committee may, in addition to the matters identified in paragraph 92, discuss and make recommendations to the Parties in respect of occurrences where the Tla'amin Nation harvest of a species of Fish or Aquatic Plant differs from the Tla'amin Fish Allocation for that species.

33. In discussing and making recommendations to the Parties in respect of occurrences where the Tla'amin Nation harvest of a species of Fish or Aquatic Plant differs from the Tla'amin Fish Allocation for that species, the Joint Fisheries Committee may:

    a. examine how such occurrences may relate to the matters set out in subparagraphs 92.a to 92.c and 92.i;

    b. report to the Minister and to the Tla'amin Nation on the possible reasons why the Tla'amin Nation harvest of a species differs from the Tla'amin Fish Allocation for that species; and

    c. take into account subparagraphs 33.a and 33.b when it makes recommendations to the Minister in respect of provisions that the Minister should put in a Tla'amin Harvest Document in accordance with paragraph 94.

34. The Minister will provide written reasons to the Tla'amin Nation and the Joint Fisheries Committee if the provisions in the Tla'amin Harvest Document differ significantly from the provisions that the Joint Fisheries Committee recommend to the Minister in accordance with paragraph 94.

35. In developing the Tla'amin Fisheries Operational Guidelines in accordance with paragraph 120, the Parties may set out operational principles, procedures and guidelines in respect of occurrences where the Tla'amin Nation harvest of a species of Fish or Aquatic Plant differs from the Tla'amin Fish Allocation for that species, and any operational principles, procedures and guidelines developed by the Parties in respect of such occurrences may be reviewed and updated when the Tla'amin Fisheries Operational Guidelines are updated in accordance with paragraph 121.

PROCESS FOR NON-ALLOCATED SPECIES MANAGED BY CANADA

36. Paragraphs 37 to 56 apply only to those species of Fish and Aquatic Plants managed by Canada.

37. A Non-Allocated Species may be harvested for Domestic Purposes under the Tla'amin Fishing Right in accordance with a Tla'amin Harvest Document.

38. No sooner than five years after the Effective Date, Canada or the Tla'amin Nation may propose the establishment of a Tla'amin Fish Allocation for a Non-Allocated Species under the Tla'amin Fishing Right by providing the other Parties with a written proposal and providing a copy of the proposal to the Joint Fisheries Committee.

39. Where Canada or the Tla'amin Nation provides notice under paragraph 38 proposing the establishment of a Tla'amin Fish Allocation for a Non-Allocated Species, Canada and the Tla'amin Nation will seek to agree on the Basic Harvest, including the base period, for a Non-Allocated Species in accordance with the process set out in paragraphs 40 to 43.

40. For the purposes of the Basic Harvest, the base period will only include calendar years after the Effective Date and, for greater certainty, may include years prior to or after Canada or the Tla'amin Nation makes a proposal under paragraph 38 to establish a Tla'amin Fish Allocation.

41. Unless otherwise agreed in writing and signed by Canada and the Tla'amin Nation, the base period for a Non-Allocated Species will be determined by the Minister if Canada and the Tla'amin Nation have not agreed to the base period within six months of the receipt of a written proposal under paragraph 38 to establish a Tla'amin Fish Allocation for a Non-Allocated Species under the Tla'amin Fishing Right.

42. Any agreement between Canada and the Tla'amin Nation in respect of the Basic Harvest for a Non-Allocated Species will be in writing and signed by Canada and the Tla'amin Nation.

43. Where the Basic Harvest for that species has not been agreed to by Canada and the Tla'amin Nation within one year of the date of the submission of the written proposal for establishing a Tla'amin Fish Allocation in accordance with paragraph 38, the Basic Harvest for each year in the base period will be finally determined by arbitration under the Dispute Resolution Chapter without having to proceed through Stages One and Two.

44. Where Canada and the Tla'amin Nation agree to a Basic Harvest for a Non-Allocated Species, or an arbitrator provides a decision to the Parties under paragraph 43 in respect of the Basic Harvest for that species, Canada and the Tla'amin Nation will seek to agree on a Tla'amin Fish Allocation for that species.

45. The Tla'amin Fish Allocation for the Non-Allocated Species will be an amount determined by a defined harvest quantity or quota, a formula defining a harvest quantity or quota, or a defined harvest area within the Tla'amin Fishing Area.

46. Where Canada and the Tla'amin Nation seek to agree on a Tla'amin Fish Allocation for a Non-Allocated Species, Canada and the Tla'amin Nation will provide each other with recommendations in respect of the establishment of the Tla'amin Fish Allocation for a Non-Allocated Species and any other material that Canada or the Tla'amin Nation consider relevant to the recommendations.

47. Canada or the Tla'amin Nation may request the Joint Fisheries Committee to make recommendations in respect of a Tla'amin Fish Allocation for a Non-Allocated Species.

48. When reviewing and making recommendations in respect of a Tla'amin Fish Allocation for a Non-Allocated Species at the request of Canada and the Tla'amin Nation, the Joint Fisheries Committee will take into account:

    a. base period information on the harvests by the Tla'amin Nation of that Non-Allocated Species for Domestic Purposes;

    b. measures necessary for conservation;

    c. impact of management measures on the Tla'amin Nation's harvest; and

    d. other matters that are relevant.

49. When reviewing and making recommendations under paragraph 48 in respect of the establishment of a Tla'amin Fish Allocation for intertidal

bivalve species to be harvested within the Tla'amin Fishing Area including intertidal areas surrounding Ahgykson, the Joint Fisheries Committee will take into account, in addition to those matters identified in subparagraphs 48.a to 48.d, information on the historic and present harvests of intertidal bivalves by Tla'amin Nation within the Tla'amin Fishing Area for Domestic Purposes.

50. Where all the representatives of Canada and the Tla'amin Nation on the Joint Fisheries Committee agree on recommendations of the Joint Fisheries Committee made in accordance with paragraph 48, the Joint Fisheries Committee will notify the Parties of the recommendations.

51. Where Canada and the Tla'amin Nation agree on the Tla'amin Fish Allocation for a Non-Allocated Species, the agreement will be in writing and signed by Canada and the Tla'amin Nation.

52. Where Canada and the Tla'amin Nation do not agree to a Tla'amin Fish Allocation for a Non-Allocated Species within six months after Canada and the Tla'amin Nation agree on, or an arbitrator provides a decision to the Parties under paragraph 44 in respect of, the Basic Harvest for that species, the Minister will determine the Tla'amin Fish Allocation for the species.

53. In determining a Tla'amin Fish Allocation for a Non-Allocated Species under paragraph 52, the Minister will take into account the following:

a. base period information on the harvests by Tla'amin Nation of that Non-Allocated Species for Domestic Purposes;

b. measures necessary for conservation;

c. recommendations of the Joint Fisheries Committee in respect of a Tla'amin Fish Allocation for a Non-Allocated Species in accordance with paragraphs 48 and 49;

d. recommendations and other material in respect of a Tla'amin Fish Allocation for a Non-Allocated Species provided by Canada and the Tla'amin Nation to each other in accordance with paragraph 46; and

e. other matters that are relevant.

54. Where the Minister determines a Tla'amin Fish Allocation for a Non-Allocated Species in accordance with paragraph 52, the Tla'amin Fish Allocation for that species will be a formula that produces an amount that, if it had been used for the base period, would have resulted in an average

annual harvest during the base period of 1.25 times the average of the annual harvest of the species by the Tla'amin Nation during the base period.

55. Where the Tla'amin Nation believes that the Tla'amin Fish Allocation for a Non-Allocated Species that has been determined by the Minister has significant differences from the recommendations of the Joint Fisheries Committee under paragraph 48 or the Tla'amin Nation under paragraph 46, the Tla'amin Nation may request the Minister to provide written reasons to the Tla'amin Nation in respect of the basis of the determination by the Minister of the Tla'amin Fish Allocation for that species in accordance with paragraph 52, and the Minister will provide such reasons.

56. Where Canada and the Tla'amin Nation agree in writing to a Tla'amin Fish Allocation for a Non-Allocated Species or a Tla'amin Fish Allocation for a Non-Allocated Species is determined by the Minister under paragraph 52, the Parties will amend this Agreement in accordance with the Amendment Chapter to document the Tla'amin Fish Allocation in Schedule 2.

NON-ALLOCATED SPECIES MANAGED BY BRITISH COLUMBIA

57. Paragraphs 58 to 63 apply only to those species of Fish and Aquatic Plants managed by British Columbia.

58. Where a Tla'amin Fish Allocation, for a species of Fish or Aquatic Plant managed by British Columbia, is not established under this Agreement, that species of Fish or Aquatic Plant may be harvested for Domestic Purposes under the Tla'amin Fishing Right in accordance with Tla'amin Harvest Documents.

59. Where a Tla'amin Fish Allocation for a species of Fish or Aquatic Plant managed by British Columbia has not been established under this Agreement, Canada, British Columbia or the Tla'amin Nation may propose the establishment of a Tla'amin Fish Allocation for that species by providing the other Parties with a written proposal and providing a copy of the proposal to the Joint Fisheries Committee.

60. Where the Minister or the Tla'amin Nation proposes the establishment of a Tla'amin Fish Allocation under paragraph 59, the Minister and the Tla'amin Nation will negotiate and attempt to reach agreement on the Tla'amin Fish Allocation.

61. Where British Columbia and the Tla'amin Nation cannot reach an agreement on the allocation, the matter will be finally determined by arbitration under the Dispute Resolution Chapter.

62. In determining the Tla'amin Fish Allocation under paragraph 61, the arbitrator will take into account all relevant information provided by the Tla'amin Nation and British Columbia.

63. Where British Columbia and the Tla'amin Nation agree on an allocation under paragraph 60 or where the arbitrator determines an allocation under paragraph 61, the applicable Schedules of this Chapter will be amended pursuant to paragraph 9 of the Amendment Chapter to document the allocation.

SHELLFISH AQUACULTURE TENURES

64. Only the Tla'amin Nation may apply to the Crown for shellfish aquaculture tenures in respect of the Foreshore of Ahgykson.

SHELLFISH RESERVES

65. As of the Effective Date, British Columbia will not issue authorizations for uses of the Foreshore areas identified in Appendix O for activities that are incompatible with the recreational harvesting of shellfish or harvesting of shellfish by First Nations for food, social and ceremonial purposes.

LAW-MAKING AUTHORITY

66. The Tla'amin Nation may make laws in respect of:

    a. the designation of individuals and vessels to harvest Fish and Aquatic Plants under the Tla'amin Fishing Right; and

    b. the distribution among Tla'amin Citizens of Fish and Aquatic Plants harvested under the Tla'amin Fishing Right.

67. A Tla'amin Law made under paragraph 66 prevails to the extent of a Conflict with a Federal or Provincial Law.

68. The Tla'amin Nation may make laws in respect of:

    a. the designation of individuals and vessels by the Tla'amin Nation to harvest Fish and Aquatic Plants under fishing licences that are issued to the Tla'amin Nation but that are not Tla'amin Harvest Documents;

    b. the documentation of individuals and vessels designated by the Tla'amin Nation to harvest under the Tla'amin Fishing Right; and

c. the Trade and Barter by Tla'amin Citizens of Fish and Aquatic Plants harvested under the Tla'amin Fishing Right.

69. A Federal or Provincial Law prevails to the extent of a Conflict with a Tla'amin Law made under paragraph 68.

DESIGNATION

70. Where a Tla'amin Fish Allocation for a species of Fish or Aquatic Plants has been established under this Agreement, the Tla'amin Nation may designate Tla'amin Citizens and other individuals to harvest that species of Fish or Aquatic Plants under the Tla'amin Fishing Right.

71. Subject to paragraph 73, in addition to what is provided for in paragraph 37, where a Tla'amin Fish Allocation for a species of Fish or Aquatic Plants has not been established the Tla'amin Nation may designate an individual to harvest the species on behalf of a Tla'amin Citizen if:

    a. the Tla'amin Citizen is unable to harvest the species due to health reasons;

    b. the individual is a family member of the Tla'amin Citizen; and

    c. the individual is identified in the written notice contemplated in paragraph 72.

72. The Tla'amin Nation will identify, by written notice to the Minister, the individuals who are family members of Tla'amin Citizens, but who are not Tla'amin Citizens themselves, who have been designated in accordance with paragraph 71.

73. An individual designated in accordance with paragraph 71 may not use a vessel to harvest under the Tla'amin Fishing Right if that vessel is authorized, by licence, to be used for commercial fishing.

DOCUMENTATION

74. Where the Tla'amin Nation designates an individual or a vessel, the Tla'amin Nation will issue written documentation to the individual or vessel to evidence the designation.

75. Documentation issued under paragraph 74 will:

    a. be in the English language, which version is authoritative and, at the discretion of the Tla'amin Nation, in the Tla'amin language;

b. in the case of an individual, include the name and address of the individual;

c. in the case of a vessel, include the name and address of the operator; and

d. meet any requirements set out in the Tla'amin Fisheries Operational Guidelines or Tla'amin Harvest Documents.

TLA'AMIN HARVEST DOCUMENT

76. The Minister will issue, in a timely manner, Tla'amin Harvest Documents to the Tla'amin Nation in respect of the Tla'amin Fishing Right and all such Tla'amin Harvest Documents will be consistent with this Agreement.

77. The Tla'amin Nation will provide biological samples, catch data and other information related to Fish and Aquatic Plants harvested under the Tla'amin Fishing Right as required by Tla'amin Harvest Documents or Federal or Provincial Law.

78. The Tla'amin Nation will inform those individuals who are designated by the Tla'amin Nation to harvest Fish and Aquatic Plants under the Tla'amin Fishing Right of the provisions of the Tla'amin Harvest Documents.

79. The Minister will provide written reasons to the Tla'amin Nation and the Joint Fisheries Committee if the Tla'amin Harvest Document has significant differences from the provisions recommended by the Joint Fisheries Committee for a Tla'amin Harvest Document.

80. Where the Minister amends a Tla'amin Harvest Document, the Minister will:

a. give notice to;

b. provide written reasons to; and

c. where practicable, discuss those amendments in advance with,

the Tla'amin Nation and the Joint Fisheries Committee.

81. Where special circumstances make it impracticable to discuss an amendment with the Tla'amin Nation or the Joint Fisheries Committee under paragraph 80, the Minister:

a. may amend the Tla'amin Harvest Document without receiving recommendations from the Joint Fisheries Committee; and

b. will notify the Joint Fisheries Committee and the Tla'amin Nation as soon as practicable after making the amendment of the special circumstances, the amendment, and the reasons for the amendment.

TLA'AMIN ANNUAL FISHING PLAN

82. Every year, for the purposes of informing the Joint Fisheries Committee and the Minister prior to the issuance of a Tla'amin Harvest Document, the Tla'amin Nation will develop a Tla'amin Annual Fishing Plan for the harvest under the Tla'amin Fishing Right of species for which there is a Tla'amin Fish Allocation and of Non-Allocated Species of Fish and Aquatic Plants.

83. A Tla'amin Annual Fishing Plan will include, as appropriate:

a. the stocks or species of Fish and Aquatic Plants to be harvested;

b. the amounts of Fish and Aquatic Plants to be harvested;

c. the location and timing of harvests;

d. the method of harvest, including the size, type, identification, marking, and quantity of fishing gear and the manner in which it may be used;

e. the monitoring of harvests, including notification, catch monitoring, identification, and reporting of the harvest;

f. the transportation of Fish and Aquatic Plants harvested under the Tla'amin Fishing Right;

g. the Tla'amin Nation's enforcement activities;

h. other matters as may be required for Tla'amin Harvest Documents; and

i. other matters in respect of the Tla'amin Nation's fisheries.

84. Each year, the Tla'amin Nation will provide Tla'amin Annual Fishing Plans to the Joint Fisheries Committee and the Minister in a timely manner.

JOINT FISHERIES COMMITTEE

85. On the Effective Date, the Parties will establish a Joint Fisheries Committee to facilitate cooperative assessment, planning, and management of:

    a. the Tla'amin Nation's fisheries under the Tla'amin Fishing Right;

    b. Enhancement Initiatives and Stewardship Activities by the Tla'amin Nation;

    c. monitoring and enforcement activities in respect of the Tla'amin Nation's fisheries;

    d. the Tla'amin Nation's activities related to environmental protection and ocean management;

    e. the Tla'amin Nation's activities related to Fish habitat; and

    f. other matters as the Parties may agree.

86. The Parties will provide each other with access to all publicly available information, including publicly available catch data, necessary to enable the Joint Fisheries Committee to carry out its functions and activities.

87. Each Party will appoint a representative to the Joint Fisheries Committee, but additional individuals may participate in meetings to support or assist a representative.

88. Canada may choose not to attend Joint Fisheries Committee meetings on fisheries matters managed by British Columbia. British Columbia may choose not to attend Joint Fisheries Committee meetings on fisheries matters managed by Canada.

89. Notwithstanding paragraph 88, each representative will be notified of and may participate in all meetings of the Joint Fisheries Committee.

90. Any catch data or other information provided under paragraph 77 or 86 may, on the request of any Party, be reviewed by the Joint Fisheries Committee and, as appropriate, used by the Joint Fisheries Committee in making any recommendation.

91. In facilitating cooperative assessment, planning and management under paragraph 85, the Joint Fisheries Committee may:

    a. discuss publicly available information for:

   i. existing and new emerging commercial fisheries and other fisheries that may be conducted in the Tla'amin Area or could significantly affect the Tla'amin Fishing Right;

   ii. measures necessary for conservation, public health or public safety that could significantly affect the Tla'amin Fishing Right; and

   iii. proposed Enhancement Initiatives in the Tla'amin Fishing Area;

b. arrange for obtaining and the exchange of publicly available data on fisheries;

c. discuss provisions of a Tla'amin Annual Fishing Plan and Tla'amin Harvest Documents;

d. discuss the Tla'amin Nation's proposals for Enhancement Initiatives and Stewardship Activities;

e. communicate with other advisory bodies in respect of matters of mutual interest; and

f. exchange publicly available information on issues related to international arrangements that could significantly affect the Tla'amin Fishing Right.

92. The Joint Fisheries Committee may discuss and make recommendations to the Parties in respect of:

a. the Tla'amin Nation's fisheries under the Tla'amin Fishing Right for Non-Allocated Species and Tla'amin Fish Allocations;

b. the management and harvesting of Fish and Aquatic Plants in the Tla'amin Fishing Area;

c. the management and harvesting of Fish and Aquatic Plants outside the Tla'amin Fishing Area that could significantly affect harvesting under the Tla'amin Fishing Right;

d. the management and protection of Fish and Aquatic Plant habitat;

e. escapement goals for salmon stocks in the Tla'amin Fishing Area;

f. conservation objectives for Fish and Aquatic Plants in the Tla'amin Fishing Area;

g. Enhancement Initiatives and Stewardship Activities conducted in the Tla'amin Fishing Area;

h. occurrences where the Tla'amin Nation harvest of a species of Fish or Aquatic Plant differs from the Tla'amin Fish Allocation for that species; and

i. other matters that could significantly affect harvesting under the Tla'amin Fishing Right.

93. Prior to and during the development of a Tla'amin Annual Fishing Plan, the Joint Fisheries Committee may discuss:

a. relevant fisheries-related data, including biological samples;

b. conservation, public health or public safety considerations that could affect harvesting under the Tla'amin Fishing Right;

c. other fisheries that could significantly affect harvesting under the Tla'amin Fishing Right;

d. how harvesting under the Tla'amin Fishing Right will be coordinated with other fisheries;

e. measures for the monitoring and enforcement of harvesting under the Tla'amin Fishing Right;

f. how planning activities of the Joint Fisheries Committee will be coordinated with planning activities of other advisory processes; and

g. other matters as the Parties may agree.

94. Each year, on receipt of a Tla'amin Annual Fishing Plan, the Joint Fisheries Committee will, in a timely manner:

a. review the Tla'amin Annual Fishing Plan and make recommendations to the Minister and Tla'amin Nation in respect of provisions that the Minister should put in a Tla'amin Harvest Document; and

b. discuss how harvesting under the Tla'amin Fishing Right will be coordinated with other fisheries.

95. The Joint Fisheries Committee may provide recommendations to the Parties regarding in-season amendments to a Tla'amin Harvest Document.

96. Each year, the Joint Fisheries Committee:

    a. for species managed by Canada, will conduct a post-season review of the harvesting under the Tla'amin Fishing Right and other matters as agreed to by the Parties, and may make recommendations to the Parties; and

    b. for species managed by British Columbia, may conduct a post-season review of the harvesting under the Tla'amin Fishing Right and other matters as agreed to by the Parties, and may make recommendations to the Parties.

97. The Joint Fisheries Committee will establish its own operating procedures and the Parties will set them out in the Tla'amin Fisheries Operational Guidelines.

98. The Joint Fisheries Committee will seek to operate by consensus.

99. Where all representatives on the Joint Fisheries Committee do not agree on a Joint Fisheries Committee recommendation or the Joint Fisheries Committee is unable to convene due to special circumstances, each Party may submit its own written recommendations to the Minister and will provide a copy to the other Parties represented on the Joint Fisheries Committee.

100. A reference in this Chapter to a Joint Fisheries Committee recommendation will be read as including any recommendation under paragraph 99.

101. Where the Tla'amin Nation believes that a recommendation made in accordance with paragraph 92 has not been acted upon by Canada, the Tla'amin Nation may discuss it at a meeting of the Joint Fisheries Committee. Following a discussion of the Joint Fisheries Committee, where the Tla'amin Nation still believes a recommendation made in accordance with paragraph 92 has not been acted upon by Canada, the Tla'amin Nation may, in writing, request the Minister to respond and the Minister will respond in writing.

REGIONAL MANAGEMENT ADVISORY PROCESS FOR ABORIGINAL FISHERIES

102. Where a regional management advisory process for aboriginal fisheries exists or is established by Canada or British Columbia for the coordination of fisheries for an area that includes all or a portion of the Tla'amin Fishing Area, the Tla'amin Nation will participate in that process.

103. Subject to paragraph 104, for the coordination of fisheries, where a regional management advisory process for aboriginal fisheries has functions and activities similar to those of the Joint Fisheries Committee, and the Minister determines that a function or activity of the Joint Fisheries Committee can be carried out more effectively by the regional process in accordance with paragraph 107, that function or activity will be carried out by that process.

104. Unless otherwise agreed by the Parties, a function or activity of the Joint Fisheries Committee under paragraphs 32 to 34, 47 to 50, 53, 85.c, 92.g, 94.a, 95 to 97, 127, sections 8 and 17 of Schedule 1 and section 7 of Schedule 2 will remain a function or activity of the Joint Fisheries Committee and will not be carried out by the regional management advisory process for aboriginal fisheries.

105. Before the Minister determines that a function or activity of the Joint Fisheries Committee will be carried out by the regional management advisory process for aboriginal fisheries under paragraph 107, the Minister will provide notice to the Parties, with a copy to the Joint Fisheries Committee, of the functions or activities of the Joint Fisheries Committee that the Minister proposes can be carried out more effectively by the regional process.

106. Upon the Minister providing such notice to the Parties under paragraph 105, the Joint Fisheries Committee will:

    a. convene a meeting to discuss whether the functions or activities proposed by the Minister can be carried out more effectively by the regional management advisory process for aboriginal fisheries; and

    b. provide recommendations to the Minister.

107. The Minister will review the recommendations of the Joint Fisheries Committee made under paragraph 106 and determine any functions or activities that will be carried out by the regional management advisory process for aboriginal fisheries and notify the Parties in writing.

108. Upon the Minister notifying the Parties of the functions or activities that will be carried out by the regional management advisory process for aboriginal fisheries as determined under paragraph 107, the Tla'amin Nation, if it believes that a function or activity of the Joint Fisheries Committee that will be carried out by the regional process cannot be carried out more effectively by that process, may provide written reasons to the Minister as to why the regional process will be less effective than the Joint Fisheries Committee carrying out the function or activity. Upon receipt of the reasons by the Tla'amin Nation, the Minister will respond in writing to the Tla'amin Nation.

109. Where a function or activity of the Joint Fisheries Committee will be carried out by a regional management advisory process for aboriginal fisheries as determined by the Minister under paragraph 107:

    a. the Parties will discuss the operating procedures for participation by the Tla'amin Nation in the regional process;

    b. the Parties will revise the Tla'amin Fisheries Operational Guidelines to reflect the change of the functions, activities and operating procedures of the regional process; and

    c. a reference in this Agreement to the Joint Fisheries Committee will be read as a reference to the regional process for that function or activity.

110. The Joint Fisheries Committee will continue to carry out any function or activity that is not carried out by the regional management advisory process for aboriginal fisheries and may discuss any changes that should be made to the operating procedures of the Joint Fisheries Committee as a result of the regional management advisory process for aboriginal fisheries carrying out a function or activity of the Joint Fisheries Committee as determined by the Minister under paragraph 107.

111. Where a regional management advisory process for aboriginal fisheries carries out a function or activity of the Joint Fisheries Committee and, in carrying out the function or activity, makes a recommendation to the Minister, a Party may submit its own written recommendation to the Minister if it does not agree with the recommendation of the regional process and, when doing so, will provide a copy of its own recommendations to the other Parties who have appointed a member to the Joint Fisheries Committee. Upon receipt of the written recommendation from one of the Joint Fisheries Committee members, the Minister will respond in writing to the Joint Fisheries Committee.

112. Following a determination by the Minister under paragraph 107 that a function or activity will be carried out by the regional management advisory process for aboriginal fisheries, the Joint Fisheries Committee will, from time to time, discuss the effectiveness of the regional management advisory process for aboriginal fisheries in carrying out a function or activity of the Joint Fisheries Committee, and may provide recommendations to the Minister that a function or activity should be carried out by the Joint Fisheries Committee. The Minister will review the recommendations of the Joint Fisheries Committee and determine whether a function or activity will continue to be carried out by the regional management advisory process for aboriginal fisheries or should be resumed to be carried out by the Joint Fisheries Committee. The Minister will notify the Parties in writing of any determination.

113. Following a determination by the Minister under paragraph 107 that a function or activity of the Joint Fisheries Committee will be carried out by a regional management advisory process for aboriginal fisheries, the Minister may, from time to time, determine that a function carried out by the regional process is more effectively carried out by the Joint Fisheries Committee and should be resumed by the Joint Fisheries Committee. Upon the Minister determining that a function or activity should be resumed by the Joint Fisheries Committee, the Minister will notify the Parties in writing and the Parties will update the Tla'amin Fisheries Operational Guidelines, as required, to reflect the resumption.

114. Canada or British Columbia may terminate a regional management advisory process for aboriginal fisheries that has been established and, if a regional management advisory process for aboriginal fisheries is terminated and is not replaced by another process, the Joint Fisheries Committee will resume carrying out its original functions or activities and the Parties will revise the Tla'amin Fisheries Operational Guidelines to reflect the resumption.

115. For greater certainty, a regional management advisory process for aboriginal fisheries does not include an international advisory process.

PUBLIC FISHERIES ADVISORY PROCESS

116. Where Canada or British Columbia establishes a public fisheries advisory process that includes all or a portion of the Tla'amin Fishing Area, Canada or British Columbia will, if appropriate, make provisions for Tla'amin Nation participation in that process on the same basis as other First Nations.

117. Where the Minister intends to provide for Tla'amin Nation participation in a public fisheries advisory process for an area that includes all or a portion

of the Tla'amin Fishing Area, the Minister will discuss with the Tla'amin Nation their participation in the public fisheries advisory process.

118. A public fisheries advisory process referred to in paragraph 116 does not include international fisheries advisory bodies.

119. The design, establishment and termination of public fishery advisory processes referred to in paragraph 116 are at the discretion of the Minister.

TLA'AMIN FISHERIES OPERATIONAL GUIDELINES

120. The Parties will jointly develop guidelines called the Tla'amin Fisheries Operational Guidelines, to assist the Parties in implementing the provisions of this Chapter. The Tla'amin Fisheries Operational Guidelines will set out operational principles, procedures and guidelines.

121. The Parties will update and maintain the Tla'amin Fisheries Operational Guidelines as required.

122. The Tla'amin Fisheries Operational Guidelines will not create legal obligations.

ECONOMIC OPPORTUNITIES

123. Within one year from the Effective Date, upon notification by Tla'amin Nation, the Minister will issue to the Tla'amin Nation the general commercial fishing licences described in Schedule 3 once Tla'amin Nation has met all licence application requirements.

124. The general commercial fishing licences issued under paragraph 123, and the commercial fisheries and related activities carried out under the authority of those licences, will be subject to Federal and Provincial Law in respect of commercial fisheries in British Columbia. Subject to the provisions of the *Fisheries Act* and regulations made under that act, the Minister may amend the conditions attached to the general commercial fishing licences and may choose not to renew those licences.

125. For greater certainty, the Minister retains the authority to manage commercial fisheries, including whether to have commercial fisheries in British Columbia and, if so, where and when the fisheries will occur.

HARVEST OF SURPLUS SALMON

126. Each year the Minister may determine whether there is a surplus of a species or stock of salmon originating in the Tla'amin Fishing Area, the size of the surplus, and access to that surplus.

127. The Joint Fisheries Committee may:

    a. recommend to the Minister procedures for the identification of a surplus and terms and conditions for the harvest of the surplus; and
    b. provide advice to the Minister on the size and disposition of the surplus.

128. For greater certainty, nothing in paragraph 127 limits the ability of the Minister to declare a surplus in the absence of recommendations from the Joint Fisheries Committee.

129. The Minister may permit the Tla'amin Nation to harvest some or all of the surplus salmon that originate in the Tla'amin Fishing Area, on reaching agreement with the Tla'amin Nation in respect of the terms and conditions of that harvest.

NEW EMERGING COMMERCIAL FISHERIES

130. Where the Minister proposes to establish a new emerging commercial fishery within the Pacific Fisheries Management Areas 12-1 to 12-13, 12-15 to 12-48, 13 to 20, 28, and 29, the Minister will advise the Tla'amin Nation of the proposal to establish the fishery and will Consult with the Tla'amin Nation on a process for participants to enter the fishery and for how the fishery should be allocated among participants.

131. Where the Minister proposes to establish a new emerging commercial fishery in the Pacific region, the Minister will advise the Tla'amin Nation of the proposal.

132. Any participation by the Tla'amin Nation in any new emerging commercial fishery authorized by the Minister will be determined in accordance with the process established by the Minister.

MARINE PROTECTED AREAS

133. Canada will Consult with the Tla'amin Nation when Canada proposes to establish, terminate, or change the boundaries of a Marine Protected Area that is wholly or partly within the Tla'amin Area.

134. For greater certainty, the Tla'amin Fishing Right may be exercised within that part of a Marine Protected Area that is within the Tla'amin Fishing Area.

135. The Tla'amin Nation may recommend in writing that Canada establish, terminate or change the boundaries of a Marine Protected Area that is wholly or partly within the Tla'amin Area.

136. Where the Tla'amin Nation makes a written recommendation under paragraph 135, Canada will review the recommendation and provide a written response in a timely manner.

STEWARDSHIP AND ENHANCEMENT

137. With the approval of the Minister and in accordance with Federal and Provincial Law, the Tla'amin Nation may conduct Enhancement Initiatives and Stewardship Activities in the Tla'amin Area.

138. Canada and the Tla'amin Nation may negotiate agreements in respect of the Tla'amin Nation's activities related to Enhancement Initiatives and Stewardship Activities.

139. Canada and the Tla'amin Nation may enter into agreements concerning the harvest of surpluses of a species of salmon in the terminal area that result from an approved Enhancement Initiative.

ENFORCEMENT

140. The Parties may negotiate agreements concerning enforcement of Federal or Provincial Laws, or Tla'amin Laws in respect of fisheries.

SCHEDULE 1 – SALMON ALLOCATIONS

1. In this Schedule:

   "Available Terminal Harvest" in respect of a stock or species of Fish, means the number, established by the Minister, of the stock or species as being available for harvest in the Terminal Harvest Area;

   "Canadian Total Allowable Catch" and **"CTAC"** in respect of a stock or species of Fish, means the amount of the stock or species that the Minister determines is available for harvest or is harvested in Canadian waters; and

   "Terminal Harvest Area" means the area established by the Minister and described in Tla'amin Harvest Documents for harvesting a stock or species of Fish with an Available Terminal Harvest allocation.

2. The abundance-based formulas referred to in sections 13.a, 14.a and 20 of this Schedule will be established in accordance with the process described in sections 5 to 11 of this Schedule. Until the formulas are established, the Tla'amin Nation may, as provided in paragraph 83, set out in a Tla'amin Annual Fishing Plan its preference for what amounts of chum, chinook and pink salmon would be harvested.

3. As provided in paragraph 99, the Tla'amin Nation may submit its own written recommendations to the Minister where all the representatives on the Joint Fisheries Committee do not agree on a Joint Fisheries Committee recommendation for the provisions in Tla'amin Harvest Documents on salmon harvesting.

4. As provided in paragraph 79, the Minister will provide written reasons to the Tla'amin Nation if a Tla'amin Harvest Document has significant differences from the provisions recommended by the Tla'amin Nation or the Joint Fisheries Committee in accordance with paragraphs 99 and 100.

5. Canada or the Tla'amin Nation may propose the establishment of an abundance-based formula for the Tla'amin Fish Allocation for chum, chinook or pink salmon, by providing a copy of the proposal in writing to the Parties.

6. Neither Canada nor the Tla'amin Nation will propose a formula until Canada is satisfied that there is sufficient information on which to establish the formula. Canada or the Tla'amin Nation may ask the Joint Fisheries Committee to make recommendations on whether there is sufficient information on which to establish an abundance-based formula. Where Canada does not follow such a recommendation by the Joint

Fisheries Committee, Canada will provide written reasons to the Tla'amin Nation.

7. Where Canada or the Tla'amin Nation proposes the establishment of an abundance-based formula, Canada and the Tla'amin Nation will negotiate and attempt to reach agreement on the formula.

8. Canada and the Tla'amin Nation may ask the Joint Fisheries Committee to make recommendations on an abundance-based formula.

9. Where the representatives of Canada and the Tla'amin Nation on the Joint Fisheries Committee agree on a Joint Fisheries Committee recommendation on an abundance-based formula, the Joint Fisheries Committee will notify Canada and the Tla'amin Nation of the recommendation.

10. Where Canada and the Tla'amin Nation negotiate and attempt to reach agreement on a formula, Canada and the Tla'amin Nation will provide each other with recommendations and other material that Canada or the Tla'amin Nation considers relevant. Where Canada and the Tla'amin Nation do not agree in writing on a formula for a Tla'amin Fish Allocation within one year of a proposal, the Minister will determine the formula, taking into account the recommendations and other material that Canada and the Tla'amin Nation provided to each other. Canada will provide written reasons to the Tla'amin Nation if the formula has significant differences from the recommendations of the Tla'amin Nation.

11. Where Canada and the Tla'amin Nation agree in writing on a formula or the Minister determines a formula under section 10 of this Schedule, this Schedule is deemed to be amended to incorporate the formula.

Sockeye Salmon

12. In any year, the Tla'amin Fish Allocation for sockeye salmon is:

    a. a number of Fraser River sockeye salmon equal to:

        i. when the CTAC for Fraser River sockeye salmon is less than or equal to 2.0 million, 0.5% of the CTAC for Fraser River sockeye salmon; or

        ii. when the CTAC for Fraser River sockeye salmon is greater than 2.0 million and less than or equal to 6.5 million, 10,000 Fraser River sockeye salmon plus 0.1% of that portion of the CTAC for Fraser River sockeye salmon that is greater than 2.0 million and less than or equal to 6.5 million; or

iii. when the CTAC for Fraser River sockeye salmon is greater than 6.5 million, 14,500 Fraser River sockeye salmon plus 0.048% of that portion of the CTAC for Fraser River sockeye salmon that is greater than 6.5 million; and

b. a number of sockeye salmon equal to 25% of the Available Terminal Harvest for the sockeye salmon stocks that originate from a Terminal Harvest Area, other than Fraser River sockeye salmon stocks, if the Minister determines that there is an Available Terminal Harvest for those stocks.

Chum Salmon

13. In any year, the Tla'amin Fish Allocation for chum salmon is:

a. a maximum of 2,000 chum salmon, that are not of terminal origin, caught in the Tla'amin Fishing Area. The allocation will be determined by an abundance-based formula;

b. when the Available Terminal Harvest for Sliammon River chum salmon is less than or equal to 7,400, a number of Sliammon River chum salmon equal to the Available Terminal Harvest for Sliammon River chum salmon; or, when the Available Terminal Harvest for Sliammon River chum salmon is greater than 7,400, then 7,400 Sliammon River chum salmon plus 25% of that portion of the Available Terminal Harvest of Sliammon River chum salmon that is greater than 7,400; and

c. a number of chum salmon equal to 25% of the Available Terminal Harvest for the chum salmon stocks that originate from a Terminal Harvest Area, other than Sliammon River chum salmon stocks, if the Minister determines that there is an Available Terminal Harvest for those stocks.

Chinook Salmon

14. In any year, the Tla'amin Fish Allocation for chinook salmon is:

a. a maximum of 200 chinook salmon, that are not of terminal origin, caught in the Tla'amin Fishing Area. The allocation will be determined by an abundance-based formula; and

b. a number of chinook salmon equal to 25% of the Available Terminal Harvest for chinook salmon stocks that originate from a Terminal Harvest Area, if the Minister determines that there is an Available Terminal Harvest for those stocks.

Coho Salmon

15. In any year, the Tla'amin Fish Allocation for coho salmon is:

    a. a number of coho salmon equal to 2.1% of the total amount of coho salmon, as determined by the Minister, harvested by all other mixed-stock coho fisheries in Management Area 15; and

    b. a number of coho salmon equal to 25% of the Available Terminal Harvest for coho salmon stocks that originate from a Terminal Harvest Area, if the Minister determines that there is an Available Terminal Harvest for those stocks.

Terminal Sockeye, Chum, Chinook and Coho Salmon

16. The Tla'amin Nation may, in accordance with paragraph 83, set out in a Tla'amin Annual Fishing Plan its preference for the Available Terminal Harvest and Terminal Harvest Area for terminal sockeye, chum, chinook and coho salmon to be harvested.

17. The Joint Fisheries Committee may, in accordance with paragraph 92, discuss and make recommendations to the Parties on escapement goals, Available Terminal Harvests and Terminal Harvest Areas for terminal sockeye, chum, chinook and coho salmon in the Tla'amin Fishing Area.

18. The Tla'amin Nation may, in accordance with paragraph 99, submit its own written recommendations to the Minister where all the representatives on the Joint Fisheries Committee do not agree on a Joint Fisheries Committee recommendation on the provisions in a Tla'amin Harvest Document in respect of terminal sockeye, chum, chinook and coho salmon harvesting.

19. If a Tla'amin Harvest Document has significant differences from the provisions recommended by the Tla'amin Nation or the Joint Fisheries Committee for terminal sockeye, chum, chinook and coho salmon harvesting in accordance with paragraphs 99 and 100, the Minister will provide written reasons to the Tla'amin Nation in accordance with paragraph 79.

Pink Salmon

20. In any year, the Tla'amin Fish Allocation for pink salmon is a maximum of 5,000 pink salmon. The allocation will be determined by an abundance-based formula.

SCHEDULE 2 – NON-SALMON ALLOCATIONS

General

1. The abundance-based formula referred to in sections 12, 14, 16, 18, 20, 22 and 24 of this Schedule will be established in accordance with the process described in sections 4 to 10 of this Schedule. Until the formula is established, the Tla'amin Nation may, as provided in paragraph 83, set out in a Tla'amin Annual Fishing Plan its preference for what amount of lingcod, rockfish, other groundfish, herring, prawn, crab, red sea urchin and sea cucumber would be harvested.

2. As provided in paragraph 101, the Tla'amin Nation may submit its own written recommendations to the Minister where all the representatives on the Joint Fisheries Committee do not agree on a Joint Fisheries Committee recommendation on the provisions in Tla'amin Harvest Documents on lingcod, rockfish, other groundfish, herring, prawn, crab, red sea urchin and sea cucumber harvesting.

3. As provided in paragraph 79, the Minister will provide written reasons to the Tla'amin Nation if a Tla'amin Harvest Document has significant differences from the provisions recommended by the Tla'amin Nation or the Joint Fisheries Committee in accordance with paragraphs 99 and 100.

4. Canada or the Tla'amin Nation may propose the establishment of an abundance-based formula for the Tla'amin Fish Allocation for lingcod, rockfish, other groundfish, herring, prawn, crab, red sea urchin and sea cucumber by providing a copy of the proposal in writing to the Parties.

5. Neither Canada nor the Tla'amin Nation will propose a formula until Canada is satisfied that there is sufficient information on which to establish the abundance-based formula. Canada or the Tla'amin Nation may ask the Joint Fisheries Committee to make recommendations on whether there is sufficient information on which to establish an abundance-based formula. Where Canada does not follow such a recommendation by the Joint Fisheries Committee, Canada will provide written reasons to the Tla'amin Nation.

6. Where Canada or the Tla'amin Nation proposes the establishment of an abundance-based formula, Canada and the Tla'amin Nation will negotiate and attempt to reach agreement on the formula.

7. Canada and the Tla'amin Nation may ask the Joint Fisheries Committee to make recommendations on an abundance-based formula.

8. Where the representatives of Canada and the Tla'amin Nation on the Joint Fisheries Committee agree on a Joint Fisheries Committee recommendation on a formula, the Joint Fisheries Committee will notify Canada and the Tla'amin Nation of the recommendation.

9. Where Canada and the Tla'amin Nation negotiate and attempt to reach agreement on a formula, Canada and the Tla'amin Nation will provide each other with recommendations and other material that Canada or the Tla'amin Nation considers relevant. Where Canada and the Tla'amin Nation do not agree in writing on a formula for the Tla'amin Fish Allocation for lingcod, rockfish, other groundfish, herring, prawn, crab, red sea urchin or sea cucumber within one year of a proposal, the Minister will determine the formula, taking into account the recommendations and other material that Canada and the Tla'amin Nation provided to each other. Canada will provide written reasons to the Tla'amin Nation if the formula has significant differences from the recommendations of the Tla'amin Nation.

10. Where Canada and the Tla'amin Nation agree in writing on a formula or the Minister determines a formula under section 9 of this Schedule, this Schedule is deemed to be amended to incorporate the formula.

Rockfish and Lingcod

11. In any year, the Tla'amin Fish Allocation for the aggregate of rockfish and lingcod is a maximum of 5,000 lbs.

12. The allocation for rockfish and lingcod will be determined by an abundance-based formula.

Other Groundfish

13. In any year, the Tla'amin Fish Allocation for all groundfish other than rockfish and lingcod is a maximum of 1,000 lbs.

14. The allocation for each species of other groundfish will be determined by an abundance-based formula.

Herring

15. In any year, the Tla'amin Fish Allocation for herring is a maximum of 62,600 lbs of whole herring or a corresponding amount of herring spawn on kelp or of herring spawn on boughs, in accordance with the conversion rates for whole herring to herring spawn on kelp or herring spawn on boughs as described in the Tla'amin Fisheries Operational Guidelines.

16. The allocation for herring will be determined by an abundance-based formula.

Prawn

17. In any year, the Tla'amin Fish Allocation for prawn is a maximum of 28,500 lbs.

18. The allocation for prawn will be determined by an abundance-based formula.

Crab

19. In any year, the Tla'amin Fish Allocation for whole crab is a maximum of 3,500 lbs.

20. The allocation for crab will be determined by an abundance-based formula.

Red Sea Urchin

21. In any year, the Tla'amin Fish Allocation for red sea urchins is a maximum of 6,300 lbs.

22. The allocation for red sea urchins will be determined by an abundance-based formula.

Sea Cucumber

23. In any year, the Tla'amin Fish Allocation for whole sea cucumbers is a maximum of 8,500 lbs.

24. The allocation for sea cucumbers will be determined by an abundance-based formula.

SCHEDULE 3 – COMMERCIAL FISHING LICENCES

1. In this Schedule, "Commercial Fishing Licence" means a fishing licence issued under the authority of the *Fisheries Act* and the *Pacific Fishery Regulations, 1993*, as amended from time to time.

2. One Commercial Fishing Licence with a maximum vessel length of 11.00 metres or, if the Tla'amin Nation places another vessel-based licence on the vessel, then a maximum vessel length of 18.62 metres with the following quotas:

    a. Pacific halibut: an amount equivalent to 0.177196 percent of the commercial total allowable catch;

    b. dogfish: an amount equivalent to 0.30882151 percent of the commercial total allowable catch in Dogfish Groundfish Management Areas 3C, 3D, 5A, 5B, 5C, 5D and 5E; and

    c. lingcod:

        i. an amount equivalent to 0.25199708 percent of the commercial total allowable catch in Lingcod Groundfish Management Area 3D;

        ii. an amount equivalent to 2.26798512 percent of the commercial total allowable catch in Lingcod Groundfish Management Areas 5A and 5B; and

        iii. an amount equivalent to 2.15999050 percent of the commercial total allowable catch in Lingcod Groundfish Management Areas 5C, 5D and 5E,

    containing the usual conditions of a halibut Category L commercial fishing licence.

3. One Commercial Fishing Licence for prawn with a maximum vessel length of 8.08 metres, containing the usual conditions of a prawn Category W commercial fishing licence.

4. The Parties will update this Schedule before the Effective Date to reflect any amendments by the Minister to the conditions that are attached to the Commercial Fishing Licences.

CHAPTER 10 – WILDLIFE

GENERAL

1. The Tla'amin Nation has the right to harvest Wildlife for Domestic Purposes within the Wildlife and Migratory Birds Harvest Area set out in Appendix P throughout the year in accordance with this Agreement.

2. The Tla'amin Right to Harvest Wildlife is limited by measures necessary for conservation, public health or public safety.

3. Canada or British Columbia will give notice of its intent to implement a public health or public safety measure identified under paragraph 2 to the Tla'amin Nation:

   a. before the measure is implemented if it is practicable to do so; or

   b. as soon as practicable after the measure is implemented.

4. The Tla'amin Right to Harvest Wildlife is held by the Tla'amin Nation and cannot be alienated.

5. Tla'amin Citizens may exercise the Tla'amin Right to Harvest Wildlife except as otherwise provided under Tla'amin Law.

6. This Agreement does not alter Federal or Provincial Law in respect of property in Wildlife.

7. The Minister retains the authority for managing and conserving Wildlife and Wildlife habitat.

HARVEST AREAS

8. The exercise of the Tla'amin Right to Harvest Wildlife in Area A of the Wildlife and Migratory Birds Harvest Area set out in Appendix P is subject to a protocol in effect between the Tla'amin Nation and the Homalco Indian Band.

9. The exercise of the Tla'amin Right to Harvest Wildlife in Area B of the Wildlife and Migratory Birds Harvest Area set out in Appendix P is subject to a protocol in effect between the Tla'amin Nation and the Klahoose First Nation.

10. The exercise of the Tla'amin Right to Harvest Wildlife in Area C of the Wildlife and Migratory Birds Harvest Area set out in Appendix P is subject

to a protocol in effect between the Tla'amin Nation and each of the Homalco Indian Band and the Klahoose First Nation.

11. The Tla'amin Nation will provide a copy of the protocols referred to in paragraphs 8 to 10 and any amendments to Canada and British Columbia and will notify Canada and British Columbia if a protocol is cancelled.

12. The Tla'amin Right to Harvest Wildlife may be exercised on lands that are owned in fee simple, other than Tla'amin Lands, within the Wildlife and Migratory Birds Harvest Area but that harvesting is subject to Federal and Provincial Law in respect of access to fee simple lands.

13. Notwithstanding paragraph 1, the Tla'amin Nation may exercise the Tla'amin Right to Harvest Wildlife on an Indian Reserve within the Wildlife and Migratory Birds Harvest Area, if the Indian Band for whom the Indian Reserve was set aside agrees in writing to provide such access, but any such agreement:

    a. will not cause an Indian Reserve to be included within the Wildlife and Migratory Birds Harvest Area; and

    b. does not prevent the Indian Band for whom the Indian Reserve is set aside, in its absolute discretion, from revoking such access.

14. This Agreement does not preclude the Tla'amin Nation from entering into an agreement with a federal department or agency in respect of access by Tla'amin Citizens to and harvesting of Wildlife on land owned by Canada or in use by the Department of National Defence in accordance with that agreement and Federal and Provincial Law.

HARVESTING ON AHGYKSON

15. The Tla'amin Nation may exercise the Tla'amin Right to Harvest Wildlife on and around Ahgykson by any method authorized by the Tla'amin Nation under subparagraph 32.c.

16. The Tla'amin Nation may restrict or prohibit public access to Ahgykson for purposes of hunting Wildlife.

DESIGNATED HARVESTER

17. The Tla'amin Nation may designate individuals other than Tla'amin Citizens to exercise the Tla'amin Right to Harvest Wildlife on behalf of a Tla'amin Citizen who is unable to exercise the Tla'amin Right to Harvest Wildlife.

18. The designated individual must not pay any remuneration to the Tla'amin Nation, the Tla'amin Government or a Tla'amin Citizen.

19. The designated individual must:

    a. possess a hunting licence that under Provincial Law may only be issued to a "resident" as defined in the *Wildlife Act*; or

    b. be a British Columbia "resident" as defined in the *Wildlife Act* and be exempt from the requirement to possess a British Columbia resident hunting licence while hunting in British Columbia.

20. The designated individual must:

    a. be the spouse or a Child or a grandchild of the Tla'amin Citizen;

    b. be qualified to possess and operate a firearm under Federal and Provincial Law;

    c. have provided to the Tla'amin Nation, a signed agreement to provide harvested Wildlife to Tla'amin Citizens for Domestic Purposes;

    d. carry on his or her person and present to an authorized individual upon request, any documentation issued by the Tla'amin Nation as evidence of the designation; and

    e. harvest in accordance with this Agreement.

21. Each year, if requested by the Minister, the Tla'amin Nation will provide to the Minister a list of all individuals who are authorized under paragraph 17.

HARVESTING WILDLIFE OUTSIDE THE WILDLIFE AND MIGRATORY BIRDS HARVEST AREA

22. Nothing in this Agreement precludes Tla'amin Citizens from harvesting Wildlife throughout Canada in accordance with:

    a. Federal and Provincial Law; or

    b. Federal and Provincial Law and:

        i. any agreements between the Tla'amin Nation and other aboriginal groups;

   - ii. any arrangements between other aboriginal groups and Canada or British Columbia; or
   - iii. any agreements between the Tla'amin Nation and British Columbia.

INCIDENTAL USE OF RESOURCES

23. Tla'amin Citizens may use resources on provincial Crown land within the Wildlife and Migratory Birds Harvest Area for purposes reasonably incidental to the exercise of the Tla'amin Right to Harvest Wildlife, subject to Federal and Provincial Law.

SALE, TRADE AND BARTER

24. Tla'amin Citizens may, in accordance with Federal and Provincial Law, sell Wildlife and Wildlife parts, including meat and furs, harvested under the Tla'amin Right to Harvest Wildlife.

25. The Tla'amin Nation has the right to Trade and Barter Wildlife and Wildlife parts, including meat and furs, harvested under the Tla'amin Right to Harvest Wildlife:

    a. among themselves; or

    b. with other aboriginal people of Canada.

26. The right to Trade and Barter under paragraph 25 is held by the Tla'amin Nation and cannot be alienated.

27. Tla'amin Citizens may exercise the right to Trade and Barter under paragraph 25 except as otherwise provided under Tla'amin Law.

TRANSPORT AND EXPORT

28. Any transport of Wildlife or Wildlife parts, including meat and furs, harvested under the Tla'amin Right to Harvest Wildlife will be in accordance with Federal and Provincial Law and Tla'amin Law under paragraph 35.

29. Any export of Wildlife or Wildlife parts, including meat and furs, harvested under the Tla'amin Right to Harvest Wildlife will be in accordance with Federal and Provincial Law.

LICENCES AND FEES

30. Subject to paragraph 31, Tla'amin Citizens are not required to have federal or provincial licences or pay any fees or royalties to Canada or British Columbia relating to the exercise of the Tla'amin Right to Harvest Wildlife.

31. Nothing in this Agreement affects Canada's ability to require Tla'amin Citizens to obtain licences for the use and possession of firearms under Federal Law on the same basis as other aboriginal people of Canada.

LAW-MAKING AUTHORITY

32. The Tla'amin Nation may make laws in respect of the Tla'amin Right to Harvest Wildlife for:

    a. the administration of documentation to identify Tla'amin Citizens as harvesters of Wildlife;

    b. the designation of Tla'amin Citizens as harvesters of Wildlife;

    c. the methods, timing and geographic location of the harvest of Wildlife;

    d. the distribution among Tla'amin Citizens of harvested Wildlife;

    e. the Trade or Barter of Wildlife and Wildlife parts, including meat and furs, harvested under the Tla'amin Right to Harvest Wildlife; and

    f. other matters agreed to by the Parties.

33. Tla'amin Law under paragraph 32 prevails to the extent of a Conflict with Federal or Provincial Law.

34. The Tla'amin Nation will make laws to require Tla'amin Citizens harvesting under the Tla'amin Right to Harvest Wildlife to comply with any conservation measures established by the Minister.

35. The Tla'amin Nation will make laws to require all individuals who harvest or transport Wildlife or Wildlife parts, including meat and furs, in accordance with this Agreement to carry documentation issued by the Tla'amin Nation and produce that documentation upon request by an authorized individual.

36. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 34 or 35.

DOCUMENTATION

37. The Tla'amin Nation will issue documentation to identify:

    a. Tla'amin Citizens who are authorized by the Tla'amin Nation to exercise the Tla'amin Right to Harvest Wildlife;

    b. individuals designated under paragraph 17; and

    c. individuals who transport Wildlife or Wildlife parts, including meat and furs, harvested under the Tla'amin Right to Harvest Wildlife.

38. The documentation issued under paragraph 37 will:

    a. be in the English language which will be the authoritative version and, at the discretion of the Tla'amin Nation, in the Tla'amin language;

    b. include sufficient information to identify the individual; and

    c. meet any other requirements under Tla'amin Law.

REASONABLE OPPORTUNITY

39. British Columbia may authorize the use or disposition of provincial Crown land and any such authorized use or disposition may affect the methods, times and locations of harvesting Wildlife under the Tla'amin Right to Harvest Wildlife, provided that British Columbia ensures that any such authorized use or disposition does not deny the Tla'amin Nation the reasonable opportunity to harvest Wildlife under the Tla'amin Right to Harvest Wildlife.

40. For the purposes of paragraph 39, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on a process to evaluate the impact of authorized uses or dispositions of provincial Crown land on the Tla'amin Nation's reasonable opportunity to harvest Wildlife.

41. The Tla'amin Right to Harvest Wildlife will be exercised in a manner that does not interfere with authorized uses or dispositions of provincial Crown land existing as of the Effective Date or authorized in accordance with paragraph 39.

CONSERVATION MEASURES

42. The Minister will Consult with the Tla'amin Nation regarding a conservation measure, proposed by the Minister or the Tla'amin Nation, in

respect of a Wildlife species within the Wildlife and Migratory Birds Harvest Area including the Tla'amin Nation's role in the development and implementation of the conservation measure.

43. When considering a conservation measure proposed under paragraph 42, the Minister will take into account:

   a. the conservation risk to the Wildlife species;

   b. the population of the Wildlife species:

      i. within the Wildlife and Migratory Birds Harvest Area; and

      ii. within its normal range or area of movement outside the Wildlife and Migratory Birds Harvest Area; and

   c. the necessity for and the nature of the proposed conservation measure.

44. Before authorizing the implementation of a conservation measure that will affect the Tla'amin Right to Harvest Wildlife, the Minister will use reasonable efforts to minimize the impact of the conservation measure on that right.

45. The Minister will provide to the Tla'amin Nation:

   a. a copy of any approved conservation measure in respect of a Wildlife species within the Wildlife and Migratory Birds Harvest Area; and

   b. at the request of the Tla'amin Nation, written reasons for the adoption of that conservation measure.

TLA'AMIN ALLOCATION

46. Where the Minister determines that establishing a Tla'amin Wildlife allocation is a necessary conservation measure, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on that allocation.

47. Where British Columbia and the Tla'amin Nation fail to agree on a Tla'amin Wildlife allocation under paragraph 46, the dispute will be finally determined by arbitration under the Dispute Resolution Chapter.

48. In determining the Tla'amin Wildlife allocation under paragraph 47, the arbitrator will take into account all relevant information provided by the Tla'amin Nation and British Columbia.

ELK ALLOCATION

49. The Tla'amin Wildlife allocation for Roosevelt elk in the Wildlife and Migratory Birds Harvest Area is set out in Schedule 1.

MANAGEMENT

50. The Tla'amin Nation and British Columbia may enter into information sharing agreements regarding Wildlife and Wildlife management.

51. The Tla'amin Nation and British Columbia will share information in respect of the harvesting of any Wildlife species that are subject to a conservation measure.

52. In the absence of an agreement under paragraph 50, the Minister may request information concerning the activities of the Tla'amin Nation and Tla'amin Citizens in respect of Wildlife harvested under the Tla'amin Right to Harvest Wildlife.

53. When making a request for information under paragraph 52, the Minister will provide the Tla'amin Nation with sufficient information to enable it to be adequately informed of the purpose for the request.

54. Where the Tla'amin Nation declines to provide information requested under paragraph 52:

    a. the Tla'amin Nation will provide the Minister with reasons for so declining; and

    b. the Minister may refer the dispute as to whether the Tla'amin Nation will provide the requested information for resolution under the Dispute Resolution Chapter.

REGIONAL MANAGEMENT PROCESS

55. Where British Columbia establishes a public or First Nation regional Wildlife management process for an area that includes any portion of the Wildlife and Migratory Birds Harvest Area:

    a. the Tla'amin Nation has the right to participate in that process; and

b. the Minister may request recommendations from that process before determining:

  i. whether a Wildlife species will be, or continue to be, subject to a conservation measure; and

  ii. the total allowable harvest for any Wildlife species.

GUIDING

56. Guide outfitter licences and guide outfitter certificates that exist on the Effective Date and are set out in Part 4 of Appendix F-3 are retained by individuals who hold them and may be transferred or renewed in accordance with Provincial Law.

57. Angling guide licences that exist on the Effective Date are retained by individuals who hold them and may be transferred or renewed in accordance with Provincial Law.

58. British Columbia will Consult with the Tla'amin Nation before approving any proposed transfer or change in boundaries of any guide outfitter area that applies to any portion of the Wildlife and Migratory Birds Harvest Area.

59. The Tla'amin Nation will not unreasonably restrict access to Tla'amin Lands for the purpose of carrying out guiding activities to any individual who:

  a. holds a guide outfitter licence or guide outfitter certificate set out in Part 4 of Appendix F-3, an angling guide licence that exists on the Effective Date or any renewal or replacement thereof by transfer; or

  b. is an agent or employee of any individual described in subparagraph 59.a.

60. Where a guiding territory that is wholly or partly located on Tla'amin Lands becomes vacant by reason of abandonment or operation of law, British Columbia will not issue a new guide outfitter licence or guiding territory certificate for that portion of the guiding territory located on Tla'amin Lands without the consent of the Tla'amin Nation.

61. Where an angling guide area that is wholly or partly on any portion of a watercourse or water body within Tla'amin Lands becomes vacant by reason of abandonment or operation of law, British Columbia will not issue a new angling guide licence for that portion of the watercourse or water body within Tla'amin Lands without the consent of the Tla'amin Nation.

SCHEDULE 1 – ELK ALLOCATION

1. The Tla'amin Wildlife allocation for Roosevelt elk in the Wildlife and Migratory Birds Harvest Area is 50% of the total allowable harvest of Roosevelt elk for each of the Powell-Daniels Harvest Area, the Theodosia Harvest Area and the Lois Harvest Area.

2. The Tla'amin Nation may enter into an agreement or protocol with another aboriginal group to authorize members of that aboriginal group who are aboriginal people of Canada resident in British Columbia to harvest all or part of the Tla'amin Wildlife allocation of Roosevelt elk.

CHAPTER 11 – MIGRATORY BIRDS

GENERAL

1. The Tla'amin Nation has the right to harvest Migratory Birds for Domestic Purposes within the Wildlife and Migratory Birds Harvest Area set out in Appendix P throughout the year in accordance with this Agreement.

2. The Tla'amin Right to Harvest Migratory Birds is limited by measures necessary for conservation, public health or public safety.

3. Canada or British Columbia will give notice of its intent to implement a public health or public safety measure identified under paragraph 2 to the Tla'amin Nation:

   a. before the measure is implemented if it is practicable to do so; or

   b. as soon as practicable after the measure is implemented.

4. The Tla'amin Right to Harvest Migratory Birds is held by the Tla'amin Nation and cannot be alienated.

5. Tla'amin Citizens may exercise the Tla'amin Right to Harvest Migratory Birds except as otherwise provided under Tla'amin Law.

6. This Agreement does not alter Federal or Provincial Law in respect of property in Migratory Birds.

7. The Minister retains the authority for managing and conserving Migratory Birds and Migratory Birds habitat.

HARVEST AREAS

8. The exercise of the Tla'amin Right to Harvest Migratory Birds in Area A of the Wildlife and Migratory Birds Harvest Area set out in Appendix P is subject to a protocol in effect between the Tla'amin Nation and the Homalco Indian Band.

9. The exercise of the Tla'amin Right to Harvest Migratory Birds in Area B of the Wildlife and Migratory Birds Harvest Area set out in Appendix P is subject to a protocol in effect between the Tla'amin Nation and the Klahoose First Nation.

10. The exercise of the Tla'amin Right to Harvest Migratory Birds in Area C of the Wildlife and Migratory Birds Harvest Area set out in Appendix P is

subject to a protocol in effect between the Tla'amin Nation and each of the Homalco Indian Band and the Klahoose First Nation.

11. The Tla'amin Nation will provide a copy of the protocols referred to in paragraphs 8 to 10 and any amendments to Canada and British Columbia and will notify Canada and British Columbia if a protocol is cancelled.

12. The Tla'amin Right to Harvest Migratory Birds may be exercised on lands that are owned in fee simple, other than Tla'amin Lands, within the Wildlife and Migratory Birds Harvest Area but that harvesting is subject to Federal and Provincial Law in respect of access to fee simple lands.

13. Notwithstanding paragraph 1, the Tla'amin Nation may exercise the Tla'amin Right to Harvest Migratory Birds on an Indian Reserve within the Wildlife and Migratory Birds Harvest Area, if the Indian Band for whom the Indian Reserve was set aside agrees in writing to provide such access, but any such agreement:

    a. will not cause an Indian Reserve to be included within the Wildlife and Migratory Birds Harvest Area; and

    b. does not prevent the Indian Band for whom the Indian Reserve is set aside, in its absolute discretion, from revoking such access.

14. This Agreement does not preclude the Tla'amin Nation from entering into an agreement with a federal department or agency in respect of access by Tla'amin Citizens to and harvesting of Migratory Birds on land owned by Canada or in use by the Department of National Defence in accordance with that agreement and Federal and Provincial Law.

HARVESTING MIGRATORY BIRDS OUTSIDE THE WILDLIFE AND MIGRATORY BIRDS HARVEST AREA

15. Nothing in this Agreement precludes Tla'amin Citizens from harvesting Migratory Birds throughout Canada in accordance with:

    a. Federal and Provincial Law; or

    b. Federal and Provincial Law and:

        i. any agreements between the Tla'amin Nation and other aboriginal groups;

        ii. any arrangements between other aboriginal groups and Canada or British Columbia; or

iii. any agreements between the Tla'amin Nation and British Columbia.

INCIDENTAL USE OF RESOURCES

16. Tla'amin Citizens may use resources on provincial Crown land within the Wildlife and Migratory Birds Harvest Area for purposes reasonably incidental to the exercise of the Tla'amin Right to Harvest Migratory Birds, subject to Federal and Provincial Law.

SALE, TRADE AND BARTER

17. Tla'amin Citizens may sell Migratory Birds harvested under the Tla'amin Right to Harvest Migratory Birds where the sale of Migratory Birds is permitted under and in accordance with:

    a. Federal and Provincial Law; and

    b. Tla'amin Law enacted under subparagraph 29.b.

18. Notwithstanding paragraph 17, the Tla'amin Nation and Tla'amin Citizens may sell inedible byproducts, including down, of Migratory Birds harvested under the Tla'amin Right to Harvest Migratory Birds in accordance with any Tla'amin Law enacted under subparagraph 27.f.

19. The Tla'amin Nation has the right to Trade and Barter Migratory Birds harvested under the Tla'amin Right to Harvest Migratory Birds:

    a. among themselves; or

    b. with other aboriginal people of Canada.

20. The right to Trade and Barter under paragraph 19 is held by the Tla'amin Nation and cannot be alienated.

21. Tla'amin Citizens may exercise the right to Trade and Barter under paragraph 19 except as otherwise provided under Tla'amin Law.

TRANSPORT AND EXPORT

22. Any transport or export of Migratory Birds and their inedible byproducts, including down, harvested under the Tla'amin Right to Harvest Migratory Birds will be in accordance with Federal and Provincial Law.

23. All individuals who transport Migratory Birds harvested under the Tla'amin Right to Harvest Migratory Birds will have in their possession a record of receipt of the Migratory Birds showing:

    a. the date and place of receipt; and

    b. the name and address of the Tla'amin Citizen who harvested the Migratory Birds or from whom the Migratory Birds were acquired.

24. Notwithstanding paragraph 22, Migratory Birds harvested under this Agreement may be transported within Canada throughout the year.

LICENCES AND FEES

25. Subject to paragraph 26, Tla'amin Citizens are not required to have federal or provincial licences or pay any fees or royalties to Canada or British Columbia relating to the exercise of the Tla'amin Right to Harvest Migratory Birds.

26. Nothing in this Agreement affects Canada's ability to require Tla'amin Citizens to obtain licences for the use and possession of firearms under Federal Law on the same basis as other aboriginal people of Canada.

LAW-MAKING AUTHORITY

27. The Tla'amin Nation may make laws in respect of the Tla'amin Right to Harvest Migratory Birds for:

    a. the administration of documentation to identify Tla'amin Citizens as harvesters of Migratory Birds;

    b. the designation of Tla'amin Citizens as harvesters of Migratory Birds;

    c. the methods, timing and geographic location of the harvest of Migratory Birds;

    d. the distribution among Tla'amin Citizens of harvested Migratory Birds;

    e. the Trade and Barter of Migratory Birds harvested under the Tla'amin Right to Harvest Migratory Birds; and

    f. the sale of inedible byproducts of harvested Migratory Birds.

28. Tla'amin Law under paragraph 27 prevails to the extent of a Conflict with Federal or Provincial Law.

29. The Tla'amin Nation may make laws in respect of the Tla'amin Right to Harvest Migratory Birds for:

    a. the management of Migratory Birds and Migratory Birds habitat on Tla'amin Lands; and

    b. the sale of Migratory Birds, other than their inedible byproducts, if permitted by Federal and Provincial Law.

30. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 29.

DOCUMENTATION

31. The Tla'amin Nation will issue documentation to identify Tla'amin Citizens who are authorized by the Tla'amin Nation to exercise the Tla'amin Right to Harvest Migratory Birds.

32. Tla'amin Citizens who have been issued documentation under paragraph 31 will be required, upon request by an authorized individual, to produce that documentation when exercising the Tla'amin Right to Harvest Migratory Birds.

33. The documentation issued under paragraph 31 will:

    a. be in the English language which will be the authoritative version and, at the discretion of the Tla'amin Nation, in the Tla'amin language;

    b. include sufficient information to identify the Tla'amin Citizen; and

    c. meet any other requirements under Tla'amin Law.

REASONABLE OPPORTUNITY

34. British Columbia may authorize the use or disposition of provincial Crown land and any such authorized use or disposition may affect the methods, times and locations of harvesting Migratory Birds under the Tla'amin Right to Harvest Migratory Birds, provided that British Columbia ensures that any such authorized use or disposition does not deny the Tla'amin Nation the reasonable opportunity to harvest Migratory Birds under the Tla'amin Right to Harvest Migratory Birds.

35. For the purposes of paragraph 34, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on a process to evaluate the impact of authorized uses or dispositions of provincial Crown land on the Tla'amin Nation's reasonable opportunity to harvest Migratory Birds.

36. The Tla'amin Right to Harvest Migratory Birds will be exercised in a manner that does not interfere with authorized uses or dispositions of provincial Crown land existing as of the Effective Date or authorized in accordance with paragraph 34.

REGIONAL MANAGEMENT PROCESS

37. The Tla'amin Nation has the right to participate in any public or First Nation regional management process established by Canada or British Columbia that addresses matters regarding Migratory Birds that occur in or impact on the Wildlife and Migratory Birds Harvest Area.

CONSERVATION MEASURES

Consultation on Conservation Measures

38. Where, in the opinion of the Minister, conservation measures are needed to protect a population of Migratory Birds that is harvested by the Tla'amin Nation under the Tla'amin Right to Harvest Migratory Birds, the Minister will Consult with the Tla'amin Nation in respect of:

    a. the necessity of the conservation measures;

    b. the nature of the conservation measures;

    c. measures to minimize or mitigate restrictions or limitations on the Tla'amin Right to Harvest Migratory Birds resulting from the proposed conservation measures; and

    d. if applicable, the Tla'amin Nation's role in the development and the implementation of the conservation measures.

39. Where the Tla'amin Nation is of the opinion that conservation measures are needed in respect of a population of Migratory Birds that is harvested by the Tla'amin Nation under the Tla'amin Right to Harvest Migratory Birds, the Tla'amin Nation may present its views to Canada in respect of the need for such conservation measures and its proposed role in the development and implementation of them, and Canada will give full and fair consideration to the Tla'amin Nation's proposal.

40. Where the Minister has authorized the implementation of conservation measures and the conservation measures will affect the Tla'amin Right to Harvest Migratory Birds:

    a. the Minister will use reasonable efforts to avoid, minimize or mitigate restrictions or limitations on the Tla'amin Right to Harvest Migratory Birds to the extent possible; and

    b. the Minister, if requested, will provide written reasons to the Tla'amin Nation on the conservation measures adopted.

41. Where Canada believes on reasonable grounds that an emergency exists it may act without first Consulting the Tla'amin Nation in accordance with paragraph 38. However, as soon as practicable thereafter, Canada will inform the Tla'amin Nation of, and provide reasons for, its action.

Migratory Birds Agreements

42. The Parties may enter into agreements in respect of the conservation of Migratory Birds including:

    a. information sharing;

    b. implementing conservation measures, such as the allocation of harvests of a population of Migratory Birds;

    c. local management of Migratory Birds and their habitats;

    d. population, harvest, and habitat monitoring;

    e. enforcement; and

    f. licence or permit requirements.

43. Canada and the Tla'amin Nation will attempt to work in a collaborative way with other First Nations and will endeavor to work out such arrangements as are necessary to implement Migratory Birds agreements.

DESIGNATED MIGRATORY BIRD POPULATIONS

44. Where, in the opinion of any Party, there is a conservation risk to a population of Migratory Birds, that Party may make recommendations to the Minister for the designation of that population of Migratory Birds as a Designated Migratory Bird Population.

45. Where the Minister, after Consulting with the Tla'amin Nation, determines that there is a conservation risk to a population of Migratory Birds that requires the allocation of the harvest of that population among user groups, and that any other conservation measures that have been implemented have not been effective in reducing the conservation risk to that population, the Minister may designate that population as a Designated Migratory Bird Population.

46. After Consulting with the Tla'amin Nation, the Minister will determine the Total Allowable Migratory Bird Harvest of the Designated Migratory Bird Population and the allocation of that Total Allowable Migratory Bird Harvest among the user groups.

47. In determining the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population, the Minister will take into account, among other things, the following factors:

    a. the status of the Designated Migratory Bird Population;

    b. continental and local conservation requirements; and

    c. Canada's international commitments in respect of Migratory Birds.

48. In making a Tla'amin Migratory Bird allocation of the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population, the Minister will take into account, among other things, the following factors:

    a. the Total Allowable Migratory Bird Harvest for the Designated Migratory Bird Population;

    b. the current and past domestic needs and harvesting practices of the Tla'amin Nation for the Designated Migratory Bird Population;

    c. the extent and nature of the Tla'amin Right to Harvest Migratory Birds; and

    d. the interests of other user groups within the range of the Designated Migratory Bird Population.

49. On the recommendations of the Parties, the Minister may determine that there is no longer a conservation risk to a Designated Migratory Bird Population and remove the designation.

CHAPTER 12 – TLA'AMIN ROLE OUTSIDE TLA'AMIN LANDS

NEW RELATIONSHIP

1. Nothing in this Agreement precludes the Tla'amin Nation from participating in a provincial process or institution, including a process or institution that may address matters of shared decision-making and revenue and benefit-sharing, or benefiting from any future provincial program, policy or initiative of general application to First Nations as British Columbia develops a new relationship with First Nations, including the enactment of legislation to support these initiatives.

2. Nothing in this Agreement precludes the Tla'amin Nation from participating in, or benefiting from, provincial benefits-sharing programs of general application in accordance with the general criteria established for those programs from time to time.

3. Nothing in this Agreement precludes the Tla'amin Nation from entering into arrangements for economic opportunities with third parties, provided that these arrangements are consistent with this Agreement.

SHARED DECISION-MAKING WITHIN THE THEODOSIA RIVER WATERSHED

4. Prior to the Effective Date, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on a shared decision-making agreement with respect to the Theodosia River watershed as set out in Appendix R.

5. Canada will participate as an observer to the negotiations referred to in paragraph 4.

PROVINCIAL PUBLIC PLANNING PROCESSES

6. The Tla'amin Nation has the right to participate in any Public Planning Process that may be established by British Columbia for an area wholly or partly within the Provincial Public Planning Process Area in accordance with procedures established by British Columbia for that Public Planning Process.

7. The Tla'amin Nation may make proposals to British Columbia to establish a Public Planning Process for an area wholly or partly within the Provincial Public Planning Process Area.

8. Nothing in this Agreement obligates British Columbia to establish a Public Planning Process.

9. The Tla'amin Nation has the right to participate in the development of the terms of reference of any Public Planning Process referred to in paragraph 6 or 7.

10. In participating in any Public Planning Process referred to in paragraph 6 or 7, the Tla'amin Nation may bring forward any matters it considers relevant, including any rights set out in this Agreement.

11. British Columbia will review and take into consideration any matters brought forward by the Tla'amin Nation under paragraph 10.

12. British Columbia will provide the Tla'amin Nation with the draft plan resulting from any Public Planning Process referred to in paragraph 6 or 7. The Tla'amin Nation may provide written recommendations to the Minister on the draft plan which may be made public by British Columbia.

13. After considering any written recommendations received from the Tla'amin Nation and any matters the Minister considers appropriate, the Minister will provide written reasons to the Tla'amin Nation for any Tla'amin Nation recommendations which are not accepted.

14. The Minister will, at the request of the Tla'amin Nation, meet with the Tla'amin Nation to discuss any concerns that the Tla'amin Nation has with the Minister's response under paragraph 13.

15. British Columbia may proceed with any Public Planning Process even if the Tla'amin Nation does not participate in the process.

GATHERING PLANTS

16. The Tla'amin Nation has the right to gather Plants for Domestic Purposes on provincial Crown land within the Tla'amin Plant Gathering Area in accordance with this Agreement. For greater certainty this includes the right to gather Plants for the purpose of making household goods and apparel.

17. The Tla'amin Right to Gather Plants is limited by measures necessary for conservation, public health or public safety.

18. The Tla'amin Right to Gather Plants is held by the Tla'amin Nation and cannot be alienated.

19. Tla'amin Citizens may exercise the Tla'amin Right to Gather Plants except as otherwise provided under Tla'amin Law.

Incidental Use of Resources

20. Tla'amin Citizens may use resources on provincial Crown land within the Tla'amin Plant Gathering Area for purposes reasonably incidental to the exercise of the Tla'amin Right to Gather Plants, subject to Federal and Provincial Law.

Trade and Barter

21. The Tla'amin Nation has the right to Trade and Barter Plants and household goods and apparel made from Plants gathered under the Tla'amin Right to Gather Plants:

    a. among themselves; or

    b. with other aboriginal people of Canada.

22. The Tla'amin Nation right to Trade and Barter under paragraph 21 is held by the Tla'amin Nation and cannot be alienated.

23. Tla'amin Citizens may exercise the right to Trade and Barter under paragraph 21 except as otherwise provided under Tla'amin Law.

Licences and Fees

24. Tla'amin Citizens are not required to have federal or provincial licences or pay any fees or royalties to Canada or British Columbia relating to the exercise of the Tla'amin Right to Gather Plants.

Law-making Authority

25. The Tla'amin Nation may make laws in respect of the Tla'amin Right to Gather Plants for:

    a. the designation of Tla'amin Citizens to gather Plants;

    b. the distribution among Tla'amin Citizens of the gathered Plants; and

    c. the Trade and Barter of Plants gathered under the Tla'amin Right to Gather Plants.

26. Tla'amin Law under paragraph 25 prevails to the extent of a Conflict with Federal or Provincial Law.

27. The Tla'amin Nation may make laws in respect of the documentation of Tla'amin Citizens who have been designated under subparagraph 25.a.

28. The Tla'amin Nation will make laws to require Tla'amin Citizens gathering under the Tla'amin Right to Gather Plants to comply with any conservation measures established by the Minister.

29. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 27.

Documentation

30. The Tla'amin Nation will issue documentation to Tla'amin Citizens who gather Plants under the Tla'amin Right to Gather Plants if documentation is required for gathering under Federal or Provincial Law.

31. Tla'amin Citizens who gather Plants under the Tla'amin Right to Gather Plants will be required to carry documentation issued by the Tla'amin Nation and to produce that documentation on request by an authorized individual if documentation is required for gathering under Federal or Provincial Law.

32. Documentation issued by the Tla'amin Nation under paragraph 30 will:

    a. be in the English language which will be the authoritative version and, at the discretion of the Tla'amin Nation, in the Tla'amin language;

    b. include sufficient information to identify the Tla'amin Citizen; and

    c. meet any other requirements to which the Tla'amin Nation and British Columbia may agree.

Reasonable Opportunity

33. British Columbia may authorize the use or disposition of provincial Crown land and any such authorized use or disposition may affect the methods, times and locations of the gathering of Plants under the Tla'amin Right to Gather Plants, provided that British Columbia ensures that those authorized uses or dispositions do not deny the Tla'amin Nation the reasonable opportunity to gather Plants under the Tla'amin Right to Gather Plants.

34. For the purposes of paragraph 33, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on a process to evaluate the impact of authorized uses or dispositions of provincial Crown land on the Tla'amin Nation's reasonable opportunity to gather Plants.

35. The Tla'amin Right to Gather Plants will be exercised in a manner that does not interfere with authorized uses or dispositions of provincial Crown land existing as of the Effective Date or authorized in accordance with paragraph 33.

Gathering Plan

36. The Minister may, for conservation, public health or public safety reasons, require the Tla'amin Nation to prepare and submit a gathering plan.

37. Where a gathering plan is required under paragraph 36, the Tla'amin Nation will exercise the Tla'amin Right to Gather Plants in accordance with the gathering plan approved by the Minister or any provincial Protected Area management plan.

38. Notwithstanding paragraph 66 of the General Provisions Chapter, where British Columbia and the Tla'amin Nation agree, information provided by the Tla'amin Nation under paragraph 36 will not be subject to public disclosure without the Tla'amin Nation's prior written consent.

PARKS AND PROTECTED AREAS

39. Where either or both of the parcels set out in Part 3 of Appendix I cease to be part of Desolation Sound Marine Park, British Columbia will offer to sell the land that ceases to be part of Desolation Sound Marine Park to the Tla'amin Nation for a price not to exceed fair market value.

40. Where the Tla'amin Nation decides to sell any portion of or all of the Former Kahkaykay Indian Reserve No. 6, the Tla'amin Nation will offer to sell the land to British Columbia for a price not to exceed fair market value.

41. The Tla'amin Nation may make proposals to British Columbia to establish new Protected Areas in the area set out in Appendix S.

42. Nothing in this Agreement obligates British Columbia to establish any new Protected Areas.

43. Any Protected Area, National Park, National Historic Site, Migratory Bird Sanctuary, National Wildlife Area or National Marine Conservation Area established after the Effective Date will not include Tla'amin Lands without the consent of the Tla'amin Nation.

44. British Columbia and the Tla'amin Nation may enter into an agreement, consistent with this Agreement and legislation establishing Protected Areas, that addresses:

    a. Protected Area planning;

    b. management and operations;

    c. economic opportunities; and

    d. other matters agreed to by British Columbia and the Tla'amin Nation.

45. An agreement under paragraph 44 will include Desolation Sound Marine Park and may include arrangements for activities in other Protected Areas within the area set out in Part 2 of Appendix N-1.

46. Canada will Consult with the Tla'amin Nation before the establishment of any National Park, National Historic Site, Migratory Bird Sanctuary, National Wildlife Area or National Marine Conservation Area within the area set out in Part 2 of Appendix N-1.

COMMERCIAL RECREATION TENURE

47. Within two years after the Effective Date, the Tla'amin Nation may:

    a. develop a commercial recreation management plan for a portion of the area set out in Appendix U; and

    b. based on the commercial recreation management plan, apply for a commercial recreation tenure.

48. Provided that the application by the Tla'amin Nation under subparagraph 47.b is in accordance with provincial policy in relation to commercial recreation, British Columbia will issue a commercial recreation tenure to the Tla'amin Nation for the operating area described in the commercial recreation management plan.

49. The term of the Tla'amin Nation's commercial recreation tenure will be 30 years.

50. During the first five years of the term of the Tla'amin Nation's commercial recreation tenure:

a. the Tla'amin Nation may, but is not required to, carry out the activities set out in the commercial recreation management plan; and

b. British Columbia will not issue another commercial recreation tenure within the operating area of the Tla'amin Nation's commercial recreation tenure which would directly conflict with the Tla'amin Nation's commercial recreation management plan.

CHAPTER 13 – ENVIRONMENTAL ASSESSMENT AND ENVIRONMENTAL PROTECTION

ENVIRONMENTAL ASSESSMENT

1. Federal and Provincial Law in relation to environmental assessment apply on Tla'amin Lands.

2. Notwithstanding any decision made by Canada or British Columbia in relation to a Federal Project or Provincial Project, no Federal Project or Provincial Project on Tla'amin Lands will proceed without the consent of the Tla'amin Nation.

Tla'amin Nation Participation – Provincial Assessments

3. Where a proposed Provincial Project is located within the Tla'amin Area, and may reasonably be expected to adversely affect Tla'amin Lands, the residents of Tla'amin Lands or Tla'amin Section 35 Rights, British Columbia will ensure that the Tla'amin Nation:

   a. receives timely notice of and relevant available information on the Provincial Project;

   b. is Consulted regarding the environmental effects of the Provincial Project; and

   c. receives an opportunity to participate in the environmental assessment of the Provincial Project.

4. British Columbia will respond to any views provided by the Tla'amin Nation to British Columbia under subparagraphs 3.b and 3.c before making a decision that would have the effect of enabling the Provincial Project to be carried out in whole or in part.

Tla'amin Nation Participation – Federal Assessments

5. Where a proposed Federal Project may reasonably be expected to adversely affect Tla'amin Lands or Tla'amin Section 35 Rights:

   a. Canada will ensure that the Tla'amin Nation is provided with timely notice of the environmental assessment and information describing the Federal Project in sufficient detail to permit the Tla'amin Nation to determine whether it is interested in participating in the environmental assessment;

b. where the Tla'amin Nation confirms that it is interested in participating in the environmental assessment of the Federal Project, Canada will provide the Tla'amin Nation with an opportunity to comment on the environmental assessment conducted under the *Canadian Environmental Assessment Act*, including:

  i. the scope of the Federal Project;

  ii. the environmental effects of the Federal Project;

  iii. any mitigation measures to be implemented; and

  iv. any follow-up programs to be implemented;

c. during the course of the environmental assessment conducted under the *Canadian Environmental Assessment Act*, Canada will give full and fair consideration to any comments provided by the Tla'amin Nation under subparagraph 5.b, and will respond to the comments, before taking any decision to which those comments pertain; and

d. Canada will provide the Tla'amin Nation with access to information in Canada's possession related to the environmental assessment of the Federal Project, in accordance with the public registry provisions in the *Canadian Environmental Assessment Act*.

6. Where a proposed Federal Project that is referred to a panel under the *Canadian Environmental Assessment Act* may reasonably be expected to adversely affect Tla'amin Lands or Tla'amin Section 35 Rights, in addition to paragraph 5, Canada will provide the Tla'amin Nation with:

a. the opportunity to propose to the Minister a list of names that the Minister may consider for appointment to the panel, unless the panel is an Independent Regulatory Agency or the Tla'amin Nation is a proponent of the Federal Project; and

b. formal standing before that panel.

7. Where a proposed Federal Project, that is referred to a panel under the *Canadian Environmental Assessment Act*, will be located on Tla'amin Lands, Canada will provide the Tla'amin Nation with:

a. the opportunity to propose to the Minister a list of names from which the Minister will appoint one member in accordance with the requirements of the *Canadian Environmental Assessment Act*, unless the panel is an Independent Regulatory Agency or if the Tla'amin Nation is a proponent of the proposed Federal Project;

b. the opportunity to comment on the terms of reference of the panel; and

c. formal standing before that panel.

8. For greater certainty, paragraphs 5 to 7 also apply where the Federal Project is also a Provincial Project.

LAW-MAKING AUTHORITY

9. The Tla'amin Nation may make laws applicable on Tla'amin Lands in relation to:

   a. environmental assessment for Tla'amin Projects that are not subject to environmental assessment under Provincial Law; and

   b. environmental management relating to the protection, preservation and conservation of the Environment, including:

      i. prevention, mitigation and remediation of pollution and degradation of the Environment;

      ii. waste management, including solid wastes and wastewater;

      iii. protection of local air quality;

      iv. protection of water quality by preventing the escape of pollution and other material from Tla'amin Lands; and

      v. Environmental Emergency response.

10. Tla'amin Laws made under subparagraph 9.a in relation to Tla'amin Projects that are also Federal Projects will have the equivalent effect of, or exceed the requirements of the *Canadian Environmental Assessment Act*.

11. Where the Tla'amin Nation exercises law-making authority under subparagraph 9.a, Canada and the Tla'amin Nation will negotiate and attempt to reach agreement to:

   a. coordinate their respective environmental assessment requirements; and

b. avoid duplication where a Tla'amin Project is also a Federal Project.

12. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 9.

ENVIRONMENTAL EMERGENCIES

13. The Tla'amin Nation may enter into agreements with Canada, British Columbia, Local Government or other aboriginal groups for the prevention of, preparedness for, response to and recovery from Environmental Emergencies occurring on Tla'amin Lands or on land or waters adjacent to Tla'amin Lands.

CHAPTER 14 – CULTURE AND HERITAGE

TLA'AMIN CULTURE AND LANGUAGE

1. The Tla'amin Nation has the right to practise the Tla'amin culture, and to use the Tla'amin language, in a manner consistent with this Agreement.

2. Tla'amin Citizens may exercise the right under paragraph 1 except as otherwise provided under Tla'amin Law.

3. For greater certainty, nothing in paragraph 1 or 2:

   a. creates or implies any financial obligations or service delivery responsibilities on the part of any of the Parties; or

   b. otherwise authorizes or permits the use of Crown land or resources except in accordance with this Agreement.

LAW-MAKING AUTHORITY

4. The Tla'amin Nation may make laws applicable on Tla'amin Lands in relation to:

   a. the preservation, promotion and development of Tla'amin culture and Tla'amin language;

   b. the establishment, conservation, protection and management of Heritage Sites, including public access to those sites; and

   c. cremation or interment of Archaeological Human Remains found on Tla'amin Lands or returned to the Tla'amin Nation.

5. Tla'amin Law under subparagraph 4.b will:

   a. establish standards and processes for the conservation and protection of Heritage Sites; and

   b. ensure the Minister is provided with information relating to:

      i. the location of Heritage Sites; and

      ii. any materials recovered from Heritage Sites.

6. Notwithstanding paragraph 66 of the General Provisions Chapter, where British Columbia and the Tla'amin Nation agree, information provided by

the Tla'amin Nation to British Columbia under subparagraph 5.b will not be subject to public disclosure without the Tla'amin Nation's prior written consent.

7. Until the Tla'amin Nation makes a law under subparagraph 4.b, British Columbia's standards and permitting processes for heritage inspections, heritage investigations and the alteration of Heritage Sites will apply to the Tla'amin Nation.

8. For the purposes of subparagraph 4.c, "interment" includes the burial or placement of Archaeological Human Remains in a grave, crypt, vault, chamber or cave.

9. Tla'amin Law under paragraph 4 prevails to the extent of a Conflict with Federal or Provincial Law.

TLA'AMIN ARTIFACTS

10. The Parties recognize the integral role of Tla'amin Artifacts in the continuation of Tla'amin culture, values and traditions, whether those artifacts are held by the Tla'amin Nation, the Canadian Museum of Civilization, the Royal British Columbia Museum or other public collections.

11. The Tla'amin Nation owns any Tla'amin Artifact discovered within Tla'amin Lands after the Effective Date, unless another person establishes ownership of that artifact.

12. After the Effective Date, where any Tla'amin Artifact discovered outside Tla'amin Lands comes into the permanent possession or under the control of Canada, Canada may lend or transfer its legal interest in that artifact to the Tla'amin Nation in accordance with an agreement negotiated between the Tla'amin Nation and Canada.

13. After the Effective Date, where any Tla'amin Artifact comes into the permanent possession or under the control of British Columbia, British Columbia may lend or transfer its legal interest in that artifact to the Tla'amin Nation in accordance with an agreement negotiated between the Tla'amin Nation and British Columbia.

CANADIAN MUSEUM OF CIVILIZATION

14. Where an artifact held by the Canadian Museum of Civilization as of the Effective Date is established to the satisfaction of the Tla'amin Nation and the Canadian Museum of Civilization to be a Tla'amin Artifact, the Tla'amin Nation and the Canadian Museum of Civilization may negotiate

and attempt to reach agreement with respect to the disposition of, including repatriation, or custodial arrangements for, that artifact.

ROYAL BRITISH COLUMBIA MUSEUM

15. Parts 1 and 2 of Appendix V set out all artifacts in the permanent collection of the Royal British Columbia Museum on the Effective Date that have been identified as Tla'amin Artifacts.

16. British Columbia will transfer to the Tla'amin Nation its legal interest in, and possession of, the Tla'amin Artifacts set out in Part 1 of Appendix V:

    a. as soon as practicable following a request by the Tla'amin Nation;

    b. if there is no request by the Tla'amin Nation, five years after the Effective Date; or

    c. by any other date agreed to by British Columbia and the Tla'amin Nation.

17. Notwithstanding the five year time period under subparagraph 16.b, if the transfer of Tla'amin Artifacts has not occurred within five years following the Effective Date, at the request of the Tla'amin Nation or the Royal British Columbia Museum, the Tla'amin Nation and British Columbia will negotiate and attempt to reach agreement on:

    a. the extension of the time period for up to an additional five years; and

    b. the payment by the Tla'amin Nation of the costs of the Royal British Columbia Museum associated with holding the Tla'amin Artifacts during any such extended time period, including costs related to storage, insurance, access, inspection and shipping of the Tla'amin Artifacts.

18. The transfer of Tla'amin Artifacts under paragraph 16 is deemed to occur:

    a. when the Tla'amin Artifacts arrive at a location for delivery designated in writing by the Tla'amin Nation; or

    b. if the Tla'amin Nation does not designate a location for delivery, when the Tla'amin Artifacts are delivered to the address for the Tla'amin Nation set out in the General Provisions Chapter.

19. The Royal British Columbia Museum:

    a. will continue to hold the Tla'amin Artifacts set out in Part 1 of Appendix V under the same terms and conditions as they are held on the Effective Date, until they are transported to the Tla'amin Nation;

    b. will not be liable for any loss or damage to those Tla'amin Artifacts unless the loss or damage results from dishonesty, gross negligence, or malicious or willful misconduct of its employees or agents; and

    c. will determine the transportation arrangements for, and will transport, those Tla'amin Artifacts in accordance with the prevailing practices of the Royal British Columbia Museum for transportation of artifacts to museums.

20. At the request of the Tla'amin Nation or British Columbia, the Tla'amin Nation and the Royal British Columbia Museum will negotiate and attempt to reach agreement on custodial arrangements with respect to Tla'amin Artifacts that remain in the collection of the Royal British Columbia Museum.

21. An agreement on custodial arrangements under paragraph 20 will respect Tla'amin cultural traditions in relation to Tla'amin Artifacts and will comply with Federal and Provincial Law, including the statutory mandate of the Royal British Columbia Museum.

ACCESS TO OTHER COLLECTIONS

22. At the request of the Tla'amin Nation, and in accordance with Federal and Provincial Law, Canada will make reasonable efforts to facilitate access by the Tla'amin Nation to Tla'amin Artifacts, Tla'amin Records or Tla'amin Archaeological Human Remains that are held in other public collections in Canada.

23. At the request of the Tla'amin Nation, the Royal British Columbia Museum will share, in accordance with Federal and Provincial Law, any information it has about Tla'amin Artifacts, Tla'amin Records or Tla'amin Archaeological Human Remains that are held in other public collections in Canada.

TLA'AMIN ARCHAEOLOGICAL HUMAN REMAINS

24. At the request of the Tla'amin Nation, Canada will return to the Tla'amin Nation any Tla'amin Archaeological Human Remains or associated burial

objects held by Canada as of the Effective Date, in accordance with Federal and Provincial Law and federal policy.

25. At the request of the Tla'amin Nation, Canada will transfer to the Tla'amin Nation any Tla'amin Archaeological Human Remains or associated burial objects that come into the permanent possession or under the control of Canada after the Effective Date, in accordance with Federal and Provincial Law and federal policy.

26. British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement on the delivery to the Tla'amin Nation of Archaeological Human Remains and associated burial objects found off Tla'amin Lands that are reasonably considered to be of Tla'amin ancestry that come into the permanent possession of British Columbia after the Effective Date.

27. In the event of competing claims with another aboriginal group as to whether Archaeological Human Remains or associated burial objects are Tla'amin Archaeological Human Remains or associated burial objects, the Tla'amin Nation will provide to Canada or British Columbia, as applicable, written confirmation that the dispute has been resolved before further negotiation of the transfer of the Tla'amin Archaeological Human Remains or associated burial objects.

PLACE NAMES

28. On or as soon as practicable after the Effective Date, British Columbia will name, rename or add place names for the geographic features on Tla'amin Lands set out in Parts 1 and 2 of Appendix W with Tla'amin names in accordance with Provincial Law and provincial policies and procedures.

29. After the Effective Date, the Tla'amin Nation may propose that British Columbia name, rename or add place names for other geographic features with Tla'amin names and British Columbia will consider those proposals in accordance with Provincial Law and provincial policies and procedures.

30. At the request of the Tla'amin Nation, British Columbia will record Tla'amin names and historical background information submitted by the Tla'amin Nation for geographic features for inclusion in the British Columbia Geographic Names database in accordance with Provincial Law and provincial policies and procedures.

HARVEST OF MONUMENTAL CEDAR AND CYPRESS ON PROVINCIAL CROWN LAND

31. British Columbia and the Tla'amin Nation will enter into an agreement that will provide the Tla'amin Nation with the ability to harvest Monumental Cedar and Cypress for Cultural Purposes on provincial Crown land within the Tla'amin Area, excluding Protected Areas, which will come into effect on the Effective Date.

32. The agreement under paragraph 31 will:

    a. identify an annual allocation of Monumental Cedar and Cypress required to address the Tla'amin Nation's requirement for Monumental Cedar and Cypress for Cultural Purposes;

    b. provide that, where the annual allocation for Monumental Cedar and Cypress is not harvested in any given year, the unused portion of the allocation cannot be added to the annual allocation for subsequent years;

    c. require the Tla'amin Nation to make reasonable efforts to manage Tla'amin Lands to provide opportunities for an annual harvest of Monumental Cedar and Cypress for Cultural Purposes; and

    d. require the Tla'amin Nation to contribute suitable and adequate Monumental Cedar and Cypress located on Tla'amin Lands and any other sources, including tenures, available to the Tla'amin Nation to the annual allocation of Monumental Cedar and Cypress to be harvested by the Tla'amin Nation for Cultural Purposes.

33. British Columbia is not responsible for the costs associated with the harvest by the Tla'amin Nation of Monumental Cedar and Cypress.

CHAPTER 15 – GOVERNANCE

TLA'AMIN SELF-GOVERNMENT

1. The Tla'amin Nation has the right to self-government, and the authority to make laws, as set out in this Agreement.

2. Tla'amin Government, as provided for under the Tla'amin Constitution and this Agreement, is the government of the Tla'amin Nation.

3. The authority of the Tla'amin Nation to make laws in relation to a subject matter under this Agreement includes the authority to make laws and do other things necessarily incidental to exercising its authority.

4. The Tla'amin Nation may adopt Federal or Provincial Laws in respect of matters within the Tla'amin Nation law-making authority set out in this Agreement.

5. The exercise of the Tla'amin Nation's jurisdiction and authority set out in this Agreement will evolve over time.

LEGAL STATUS AND CAPACITY

6. The Tla'amin Nation is a legal entity with the capacity, rights, powers and privileges of a natural person including the ability to:

   a. enter into contracts and agreements;

   b. acquire and hold property or an interest in property and sell or otherwise dispose of that property or interest;

   c. raise, spend, invest and borrow money;

   d. sue and be sued; and

   e. do other things ancillary to the exercise of its rights, powers and privileges.

7. The rights, powers, privileges and authorities of the Tla'amin Nation will be exercised in accordance with:

   a. this Agreement; and

   b. Tla'amin Laws, including the Tla'amin Constitution.

8. The Tla'amin Nation will act through Tla'amin Government in exercising its rights, powers, privileges and authorities and in carrying out its duties, functions and obligations.

TLA'AMIN CONSTITUTION

9. The Tla'amin Nation will have a Tla'amin Constitution, consistent with this Agreement, which will provide:

   a. that the Tla'amin Nation will act through the Tla'amin Government in exercising its rights, powers, privileges and authorities in carrying out its duties, functions and obligations;

   b. for a democratic Tla'amin Government, including its duties, composition and membership;

   c. that Tla'amin Government will be democratically accountable and hold elections at least every five years;

   d. that a majority of members of Tla'amin Government will be elected;

   e. for a system of financial administration with standards comparable to those generally accepted for governments in Canada, through which Tla'amin Government will be financially accountable to Tla'amin Citizens;

   f. for conflict of interest rules comparable to those generally accepted for governments of similar size in Canada;

   g. for recognition and protection of rights and freedoms of Tla'amin Citizens;

   h. that every individual who is enrolled under this Agreement is entitled to be a Tla'amin Citizen;

   i. that this Agreement sets out the authority of the Tla'amin Nation, acting through the Tla'amin Government, to make laws;

   j. the process for the enactment of laws by the Tla'amin Nation acting through the Tla'amin Government;

   k. that any Tla'amin Law which is inconsistent with the Tla'amin Constitution is, to the extent of the inconsistency, of no force or effect;

   l. for the establishment of Tla'amin Public Institutions;

m. for conditions under which the Tla'amin Nation may dispose of lands or interests in lands;

n. for a process for amendment of the Tla'amin Constitution; and

o. for other provisions.

10. The Tla'amin Constitution, once ratified in accordance with this Agreement, will come into force on the Effective Date.

TLA'AMIN GOVERNMENT STRUCTURE

11. A majority of the members of the executive and legislative branches of Tla'amin Government will be elected, as provided for in the Tla'amin Constitution.

12. Subject to paragraph 11, the Tla'amin Constitution may provide for the appointment of members to the executive or legislative branches of Tla'amin Government, including the process for appointment, duties and other related matters.

TLA'AMIN ELECTIONS

13. Elections for Tla'amin Government will be held in accordance with the Tla'amin Constitution and other Tla'amin Laws.

APPEAL AND REVIEW OF ADMINISTRATIVE DECISIONS

14. The Tla'amin Nation will establish processes for appeal or review of administrative decisions made by Tla'amin Institutions. Where those processes provide for a right of appeal to a court, the Supreme Court of British Columbia will have jurisdiction to hear those appeals.

15. The Supreme Court of British Columbia has jurisdiction to hear applications for judicial review of administrative decisions taken by Tla'amin Institutions under a Tla'amin Law.

16. An application for judicial review under paragraph 15 may not be brought until all processes for appeal or review established by the Tla'amin Nation, and applicable to that decision, have been exhausted.

17. The *Judicial Review Procedure Act* applies to an application for judicial review under paragraph 15 as if the Tla'amin Law were an enactment within the meaning of the *Judicial Review Procedure Act*.

CHALLENGES TO VALIDITY OF TLA'AMIN LAWS

18. The Provincial Court of British Columbia or the Supreme Court of British Columbia, as the case may be, has jurisdiction to hear applications challenging the validity of Tla'amin Laws.

REGISTRY OF LAWS

19. The Tla'amin Nation will:

    a. maintain a public registry of Tla'amin Laws in the English language which will be the authoritative version and, at the discretion of the Tla'amin Nation, in the Tla'amin language;

    b. provide Canada and British Columbia with copies of Tla'amin Laws as soon as practical after they are enacted, unless otherwise agreed by the Parties; and

    c. establish procedures for the coming into force and publication of Tla'amin Laws.

NON-MEMBER REPRESENTATION

20. Tla'amin Institutions will Consult with Non-Members concerning decisions to be made by Tla'amin Institutions that directly and significantly affect those Non-Members.

21. In addition to the requirement to Consult under paragraph 20, the Tla'amin Nation will provide Non-Members with the opportunity to participate in the decision-making processes of a Tla'amin Public Institution where the activities of the Tla'amin Public Institution directly and significantly affect Non-Members.

22. The means of participation under paragraph 21 will include:

    a. an opportunity for Non-Members to elect at least one Non-Member as a member of the Tla'amin Public Institution with the ability to participate in discussions and vote on matters that directly and significantly affect Non-Members;

    b. the appointment of at least one individual, selected by Non-Members, as a member of the Tla'amin Public Institution with the ability to participate in discussions and vote on matters that directly and significantly affect Non-Members; or

    c. other comparable measures.

23. Notwithstanding paragraph 22, the Tla'amin Nation may provide that a majority of the members of a Tla'amin Public Institution will be Tla'amin Citizens.

24. The Tla'amin Nation will establish the means of participation under paragraph 22 by Tla'amin Law at the same time that it establishes a Tla'amin Public Institution whose activities may directly and significantly affect Non-Members.

25. The Tla'amin Nation will provide Non-Members with access to the appeal and review processes established under paragraph 14 in respect of activities that directly and significantly affect Non-Members.

FIRST TLA'AMIN GOVERNMENT ELECTION

26. The chief and councillors of the Sliammon band council under the *Indian Act* on the day before the Effective Date are the elected members of Tla'amin Government from the Effective Date until the office holders elected in the first election for Tla'amin Government take office.

27. The first election for Tla'amin Government will be held no later than six months after the Effective Date.

TLA'AMIN LAW-MAKING TRANSITION

28. The Tla'amin Nation will give Canada and British Columbia at least six months written notice before making any law in relation to adoption, Child Protection Services, health services, family and social services, Child Care services or kindergarten to grade 12 education.

29. Upon agreement by the Parties, the Tla'amin Nation may exercise a law-making authority before the expiration of the six month notice period under paragraph 28.

30. At the written request of any Party made within three months of notice being provided under paragraph 28, the relevant Parties will discuss:

    a. options to address the interests of the Tla'amin Nation through methods other than the exercise of law-making authority;

    b. immunity of individuals providing services or exercising authority under Tla'amin Laws;

    c. any transfer of cases and related documentation from federal or provincial institutions to Tla'amin Institutions, including any confidentiality and privacy considerations;

d. any transfer of assets from federal or provincial institutions to Tla'amin Institutions;

e. any appropriate amendments to Federal or Provincial Laws, including amendments to address duplicate licensing requirements; and

f. other matters agreed to by the relevant Parties.

31. The Parties may negotiate agreements regarding any of the matters set out in paragraph 30, but an agreement under this paragraph is not a condition precedent to the exercise of law-making authority by the Tla'amin Nation, and such authority may be exercised immediately following the expiration of the six month notice period under paragraph 28.

NOTIFICATION OF PROVINCIAL LEGISLATION

32. Subject to paragraph 38, or an agreement under paragraph 35, before legislation is introduced in the Legislative Assembly, or before a regulation is approved by the Lieutenant-Governor-in-Council, British Columbia will notify the Tla'amin Nation where:

a. this Agreement provides the Tla'amin Nation with law-making authority in respect of the subject matter of the legislation or regulation;

b. the legislation or regulation may affect the protections, immunities, limitations in respect of liability, remedies over and rights referred to in paragraphs 189 to 191; or

c. the legislation or regulation may affect:

i. the rights, powers, duties or obligations; or

ii. the protections, immunities or limitations in respect of liability

referred to in paragraph 130,

except where this cannot be done for reasons of emergency or confidentiality.

33. Where British Columbia does not notify the Tla'amin Nation under paragraph 32 for reasons of emergency or confidentiality, British Columbia will notify the Tla'amin Nation that the legislation has been introduced in the Legislative Assembly, or the regulation has been deposited with the registrar of regulations, as the case may be.

34. Notification under paragraphs 32 and 33 will include:

    a. the nature and purpose of the proposed legislation or regulation; and

    b. the date the proposed legislation or regulation is anticipated to take effect, if it has not already done so.

35. The Tla'amin Nation and British Columbia may enter into an agreement establishing alternatives to the obligations which would otherwise apply under paragraphs 32 to 34 and 36.

36. Subject to paragraphs 37 and 38 or an agreement under paragraph 35, if, within 30 days after notification under paragraph 32 or 33, or by agreement under paragraph 35, the Tla'amin Nation makes a written request to British Columbia, then British Columbia and the Tla'amin Nation will discuss the effect of the legislation or regulation, if any, on:

    a. a Tla'amin Law; or

    b. a matter referred to in subparagraph 32.b or 32.c.

37. Where British Columbia establishes a process or has established a process with First Nation Governments in British Columbia providing for collective discussion in relation to matters referred to in paragraph 36:

    a. the Tla'amin Nation will be invited to participate in that process; and

    b. the process will be deemed to satisfy British Columbia's obligation for discussion in respect of a particular matter under paragraph 36.

38. Where the Tla'amin Nation is a member of a representative body and British Columbia and that body have entered into an agreement providing for consultation in respect of matters under paragraphs 32, 33 and 36, then consultations in respect of a particular matter will be deemed to satisfy British Columbia's obligations for notification under paragraphs 32 and 33 and discussion under paragraph 36.

39. Unless British Columbia agrees otherwise, the Tla'amin Nation will retain the information provided under paragraphs 32 to 38 in strict confidence until such time, if ever, the draft legislation is given first reading in the Legislative Assembly or the regulation is deposited with the registrar of regulations, as applicable.

40. Discussions under paragraphs 36 to 38 may address the following issues where applicable:

a. amendments to Tla'amin Law that may be required as a result of the proposed provincial legislation or regulation;

b. potential amendments to the proposed provincial legislation or regulation to avoid unintended implications for the Tla'amin Law;

c. any financial implications for a Tla'amin Institution; and

d. other matters agreed to by the Tla'amin Nation and British Columbia.

41. The Parties acknowledge that nothing in paragraphs 32 to 38 is intended to interfere with British Columbia's legislative process.

42. Notwithstanding any other provision of this Agreement, to the extent that provincial legislation or a regulation referred to in paragraph 32 affects the validity of a Tla'amin Law, the Tla'amin Law will be deemed to be valid for a period of six months after the coming into force of the provincial legislation or regulation.

DELEGATION

43. Any law-making authority of the Tla'amin Nation under this Agreement may be delegated by Tla'amin Law to:

a. a Tla'amin Public Institution;

b. another First Nation Government in British Columbia or a public institution established by one or more First Nation Governments in British Columbia;

c. Canada, British Columbia or a Local Government; or

d. a legal entity agreed to by the Parties,

where the delegation and the exercise of any law-making authority is in accordance with this Agreement and the Tla'amin Constitution.

44. Any authority of the Tla'amin Nation under this Agreement other than law-making authority may be delegated by Tla'amin Law to:

a. any body set out in subparagraph 43.a;

b. any body set out in subparagraphs 43.b to 43.d; or

c. a legal entity in Canada,

where the delegation and the exercise of any delegated authority is in accordance with this Agreement and the Tla'amin Constitution.

45. Any delegation under subparagraphs 43.b to 43.d or subparagraphs 44.b and 44.c requires the written consent of the delegate.

46. The Tla'amin Nation may enter into agreements to receive authorities, including law-making authority, by delegation.

TLA'AMIN GOVERNANCE LAW-MAKING AUTHORITIES

Tla'amin Government

47. The Tla'amin Nation may make laws in relation to the administration, management and operation of Tla'amin Government, including:

    a. the establishment of Tla'amin Public Institutions, and their respective powers, duties, composition and membership, but the registration or incorporation of a Tla'amin Public Institution will be under Federal or Provincial Law;

    b. the powers, duties, responsibilities, remuneration and indemnification of members, officials and appointees of Tla'amin Institutions;

    c. the establishment of Tla'amin Corporations, but the registration or incorporation of a Tla'amin Corporation will be under Federal or Provincial Law;

    d. financial administration of the Tla'amin Nation and Tla'amin Institutions; and

    e. elections, by-elections and referenda.

48. The Tla'amin Nation will make laws to provide Tla'amin Citizens with reasonable access to information in the custody or control of a Tla'amin Institution.

49. The Tla'amin Nation will make laws to provide persons other than Tla'amin Citizens with reasonable access to information in the custody or control of a Tla'amin Institution regarding matters that directly and significantly affect those persons.

50. The procedures by which the Tla'amin Nation provides access to information may be different under paragraphs 48 and 49.

51. A Tla'amin Law made under paragraph 48 or 49 may exempt access to information that is generally unavailable under Federal or Provincial Law.

52. Tla'amin Law under paragraphs 47 to 51 prevails to the extent of a Conflict with Federal or Provincial Law, unless the Conflict is in relation to the protection of personal information, in which case Federal or Provincial Law prevails to the extent of the Conflict.

Tla'amin Citizenship

53. The Tla'amin Nation may make laws in relation to Tla'amin citizenship.

54. The conferring of Tla'amin citizenship does not:

    a. confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act* or any of the rights or benefits under the *Indian Act*; or

    b. except as set out in this Agreement or in any Federal or Provincial Law, impose any obligation on Canada or British Columbia to provide rights or benefits.

55. Tla'amin Law under paragraph 53 prevails to the extent of a Conflict with Federal or Provincial Law.

Tla'amin Assets

56. The Tla'amin Nation may make laws in relation to the use, possession, management and disposition of assets of the Tla'amin Nation, a Tla'amin Institution or a Tla'amin Corporation:

    a. located on Tla'amin Lands; and

    b. located off Tla'amin Lands.

57. For greater certainty, the law-making authority under paragraph 56 does not include the authority to make laws regarding creditors' rights and remedies.

58. For the purposes of paragraph 56, "assets" include artifacts owned by the Tla'amin Nation, a Tla'amin Public Institution or a Tla'amin Corporation.

59. Tla'amin Law under subparagraph 56.a prevails to the extent of a Conflict with Federal or Provincial Law.

60. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under subparagraph 56.b.

Adoption

61. For the purposes of paragraphs 62 to 70, all relevant factors will be considered in determining a Child's best interests, including the importance of preserving the Child's cultural identity and any factors that must be considered under the *Adoption Act*.

62. The Tla'amin Nation may make laws in relation to:

    a. adoptions of Tla'amin Children in British Columbia; and

    b. adoptions by Tla'amin Citizens of Children who reside on Tla'amin Lands.

63. Tla'amin Law under paragraph 62 will:

    a. expressly provide that the best interests of the Child are the paramount consideration in determining whether an adoption will take place; and

    b. provide for the consent of individuals whose consent to a Child's adoption is required under Provincial Law, subject to the power of the court to dispense with such consent under Provincial Law.

64. Where the Tla'amin Nation makes laws under paragraph 62, the Tla'amin Nation will:

    a. develop operational and practice standards that promote the best interests of the Child; and

    b. provide Canada and British Columbia with a record of all adoptions occurring under Tla'amin Law.

65. The Parties will negotiate and attempt to reach agreement on the information that will be included in the record provided under subparagraph 64.b.

66. Tla'amin Law under paragraph 62 applies to the adoption of a Tla'amin Child residing off Tla'amin Lands or a Child residing on Tla'amin Lands who is not a Tla'amin Child where:

a. the Child has not been placed for adoption under the *Adoption Act*, and all of the following consent to the application of Tla'amin Law to the adoption:

  i. the parents;

  ii. if the Child has reached the age where consent to adoption is required under the *Adoption Act*, the Child; and

  iii. if the Child is not under the guardianship of a Director, the guardian of the Child;

b. a Director designated under the *Child, Family and Community Service Act* is guardian of the Child and the Director consents to:

  i. the adoption of a Child residing on Tla'amin Lands who is not a Tla'amin Child; or

  ii. the adoption of a Tla'amin Child residing off Tla'amin Lands in accordance with subparagraph 67.d; or

c. a court dispenses with the requirement for the consent referred to in subparagraph 66.a, in accordance with the criteria that would be used by that court in an application to dispense with the requirement for a parent or guardian's consent to an adoption under Provincial Law.

67. Where a Director designated under the *Child, Family and Community Service Act* becomes guardian of a Tla'amin Child, the Director will:

a. provide notice to the Tla'amin Nation that the Director is the guardian of the Tla'amin Child;

b. provide notice to the Tla'amin Nation when the Director applies for a continuing custody order;

c. provide the Tla'amin Nation with a copy of the continuing custody order once that order is made and make reasonable efforts to involve the Tla'amin Nation in planning for the Tla'amin Child;

d. if requested by the Tla'amin Nation, consent to the application of Tla'amin Law to the adoption of that Tla'amin Child, provided that it is in the best interests of the Tla'amin Child; and

e. in determining the best interests of the Tla'amin Child under subparagraph 67.d, the Director will consider the importance of preserving the Tla'amin Child's cultural identity.

68. Tla'amin Law under paragraph 62 prevails to the extent of a Conflict with Federal or Provincial Law.

69. Before placing a Tla'amin Child for adoption, an adoption agency will make reasonable efforts to obtain information about the Tla'amin Child's cultural identity and discuss with a designated representative of the Tla'amin Nation the Tla'amin Child's placement.

70. Paragraph 69 does not apply if the Tla'amin Child has reached the age where consent to adoption is required under the *Adoption Act* and objects to the discussion taking place, or if the birth parent or other guardian of the Tla'amin Child who requested that the Tla'amin Child be placed for adoption objects to the discussion taking place.

Child Custody

71. The Tla'amin Nation has standing in any judicial proceedings in which custody of a Tla'amin Child is in dispute and the court will consider any evidence and representations respecting Tla'amin Law and customs in addition to any other matters it is required by law to consider.

72. The participation of the Tla'amin Nation under paragraph 71 will be in accordance with the applicable rules of court and will not affect the court's ability to control its process.

Child Protection Services

73. The Tla'amin Nation may make laws in relation to Child Protection Services on Tla'amin Lands for:

    a. Children of Tla'amin Families; and

    b. Children who are not members of Tla'amin Families, subject to an agreement under subparagraph 79.b.

74. Tla'amin Laws under paragraph 73 will:

    a. expressly provide that those laws will be interpreted and administered such that the Safety and Well-Being of Children are the paramount consideration; and

b. not preclude the reporting under Provincial Law of a Child in Need of Protection.

75. Where the Tla'amin Nation makes laws under paragraph 73, the Tla'amin Nation will:

a. develop operational and practice standards intended to ensure the Safety and Well-Being of Children;

b. participate in, or establish systems compatible with, British Columbia's information management systems concerning Children in Need of Protection and Children in Care;

c. allow for mutual sharing of information with British Columbia concerning Children in Need of Protection and Children in Care; and

d. establish and maintain a system for the management, storage and disposal of Child Protection Services records and the safeguarding of personal Child Protection Services information.

76. Notwithstanding any laws made under paragraph 73, where there is an emergency in which a Child on Tla'amin Lands is a Child in Need of Protection, British Columbia may act to protect the Child if:

a. the Tla'amin Nation has the authority to respond, but has not responded or is unable to respond in a timely manner; or

b. the Tla'amin Nation does not have the authority to respond.

77. In the circumstances envisioned in subparagraph 76.a, British Columbia will refer the matter to the Tla'amin Nation after the emergency unless British Columbia and the Tla'amin Nation otherwise agree in writing.

78. Tla'amin Law under paragraph 73 prevails to the extent of a Conflict with Federal or Provincial Law.

79. At the request of the Tla'amin Nation or British Columbia, the Tla'amin Nation and British Columbia will negotiate and attempt to reach agreement in relation to Child Protection Services for:

a. Children of Tla'amin Families who do not reside on Tla'amin Lands; or

b. Children who are not members of Tla'amin Families and who reside on Tla'amin Lands.

80. At the request of the Tla'amin Nation or British Columbia, and regardless of whether the Tla'amin Nation has made a law under subparagraph 73.a, the Tla'amin Nation and British Columbia will negotiate and attempt to reach agreement in relation to Child Protection Services for Children of Tla'amin Families on Tla'amin Lands.

81. Where the Director becomes the guardian of a Tla'amin Child, the Director will make reasonable efforts to include the Tla'amin Nation in planning for the Tla'amin Child, including adoption planning.

Aboriginal Healers

82. The Tla'amin Nation may make laws authorizing individuals to practise as aboriginal healers on Tla'amin Lands.

83. The Tla'amin Nation's authority under paragraph 82 does not include the authority to regulate:

    a. medical or health practices that, or practitioners who, require licensing or certification under Federal or Provincial Law; or

    b. products or substances that are regulated under Federal or Provincial Law.

84. Tla'amin Law under paragraph 82 will establish standards:

    a. in relation to competence, ethics and quality of practice that are reasonably required to protect the public; and

    b. that are reasonably required to safeguard personal client information.

85. Tla'amin Law under paragraph 82 prevails to the extent of a Conflict with Federal or Provincial Law.

Health

86. The Tla'amin Nation may make laws in relation to health services on Tla'amin Lands:

    a. for Tla'amin Citizens; or

    b. provided by a Tla'amin Institution.

87. Tla'amin Law under paragraph 86 will take into account the protection, improvement and promotion of public and individual health and safety.

88. Tla'amin Law under paragraph 86 will not apply to health services provided by a provincially-funded health institution, agency or body, other than an institution, agency or body established by the Tla'amin Nation.

89. At the request of any Party, the Parties will negotiate and attempt to reach agreement for the delivery and administration by a Tla'amin Institution of federal and provincial health services and programs for individuals residing on Tla'amin Lands.

90. At the request of any Party, the Parties may negotiate agreements for the delivery and administration of federal and provincial health services and programs other than those provided by a Tla'amin Institution for individuals residing on Tla'amin Lands.

91. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 86.

92. Notwithstanding paragraph 91, Tla'amin Law under paragraph 86 in relation to the organization and structure of Tla'amin Institutions used to deliver health services on Tla'amin Lands prevails to the extent of a Conflict with Federal or Provincial Law.

Family and Social Services

93. The Tla'amin Nation may make laws in relation to family and social services provided by a Tla'amin Institution, including income assistance, social development, housing, and family and community services.

94. Tla'amin Law under paragraph 93 may require individuals collecting income assistance from the Tla'amin Nation to participate in back-to-work programs or other similar programs.

95. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 93.

96. The Tla'amin Nation law-making authority under paragraph 93 does not include the authority to make laws in relation to the licensing and regulation of facility-based services off Tla'amin Lands.

97. Where the Tla'amin Nation makes laws under paragraph 93, at the request of any Party, the Parties will negotiate and attempt to reach agreement in relation to the exchange of information for the purposes of avoiding double payments and related matters.

98. At the request of any Party, the Parties will negotiate and attempt to reach agreement for the administration and delivery by a Tla'amin Institution of

federal or provincial social services and programs for individuals residing on Tla'amin Lands.

Child Care

99. The Tla'amin Nation may make laws in relation to Child Care services on Tla'amin Lands.

100. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 99.

Language and Culture Education

101. The Tla'amin Nation may make laws in relation to Tla'amin language and culture education provided by a Tla'amin Institution on Tla'amin Lands for:

    a. the certification and accreditation of teachers for Tla'amin language and Tla'amin culture; and

    b. the development and teaching of Tla'amin language and Tla'amin culture curriculum.

102. Tla'amin Law under paragraph 101 prevails to the extent of a Conflict with Federal or Provincial Law.

Kindergarten to Grade 12 Education

103. The Tla'amin Nation may make laws in relation to kindergarten to grade 12 education on Tla'amin Lands:

    a. for Tla'amin Citizens; or

    b. provided by a Tla'amin Institution.

104. Tla'amin Law under paragraph 103 will:

    a. establish curriculum, examination and other standards that permit transfers of students between school systems in British Columbia at a similar level of achievement and permit admission of students to the provincial post-secondary education systems; and

    b. provide for certification and accreditation of teachers by a Tla'amin Institution or body recognized by British Columbia, in accordance with standards comparable to standards applicable to individuals who teach in public or provincially-funded independent schools in British Columbia.

105. Tla'amin Law under paragraph 103 will not apply to schools under the *School Act* or the *Independent School Act*, unless the school is established by the Tla'amin Nation under the *Independent School Act*.

106. Subparagraph 104.b does not apply to the certification and accreditation of teachers of Tla'amin language and culture.

107. The Tla'amin Nation may make laws in relation to kindergarten to grade 12 home education of Tla'amin Citizens on Tla'amin Lands.

108. Tla'amin Law under paragraphs 103 and 107 will not interfere with the right of parents to decide where their Children may be enrolled to receive kindergarten to grade 12 education.

109. Tla'amin Law under paragraph 103 or 107 prevails to the extent of a Conflict with Federal or Provincial Law.

110. At the request of the Tla'amin Nation or British Columbia, the Tla'amin Nation and British Columbia will negotiate and attempt to reach agreement concerning the provision of kindergarten to grade 12 education by a Tla'amin Institution to:

    a. individuals other than Tla'amin Citizens; and

    b. Tla'amin Citizens residing off Tla'amin Lands.

Post-Secondary Education

111. The Tla'amin Nation may make laws in relation to post-secondary education provided by a Tla'amin Institution on Tla'amin Lands, including:

    a. the establishment of post-secondary institutions that have the ability to grant degrees, diplomas or certificates;

    b. the determination of the curriculum for post-secondary institutions established by the Tla'amin Nation; and

    c. the provision for and coordination of all adult education programs.

112. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 111.

113. A Tla'amin Institution may operate and provide post-secondary education services off Tla'amin Lands in accordance with Federal and Provincial Law.

114. A Tla'amin Institution may enter into arrangements with British Columbia or post-secondary institutions in relation to the provision of post-secondary education by those institutions to Tla'amin Citizens or other individuals identified by the Tla'amin Nation.

Liquor Control

115. The Tla'amin Nation may make laws in relation to the prohibition of, and the terms and conditions for, the sale, exchange, possession, manufacture or consumption of liquor on Tla'amin Lands.

116. Federal or Provincial Law prevails to extent of a Conflict with Tla'amin Law under paragraph 115.

117. The Tla'amin Nation, its agents and assignees have:

   a. the exclusive right to sell liquor on Tla'amin Lands in accordance with Federal and Provincial Law; and

   b. the right to purchase liquor from the British Columbia Liquor Distribution Branch, or its successors, in accordance with Federal and Provincial Law.

118. British Columbia will approve an application made by the Tla'amin Nation, its agents or assignees for a licence, permit or other authority to sell liquor on Tla'amin Lands, where the application meets provincial regulatory requirements.

119. Notwithstanding subparagraph 117.a, British Columbia may issue to a person other than the Tla'amin Nation, its agents or assignees, a licence, permit or other authority to sell liquor on Tla'amin Lands with the consent of the Tla'amin Nation.

120. British Columbia will, in accordance with Provincial Law, authorize persons designated by the Tla'amin Nation to approve or deny applications for special occasion licences or temporary permits to sell liquor on Tla'amin Lands.

Solemnization of Marriages

121. The Tla'amin Nation may make laws in relation to:

   a. the marriage rites and ceremonies of the Tla'amin culture; and

   b. the designation of Tla'amin Citizens to solemnize marriages.

122. Nothing in the *Marriage Act* will be construed as in any way preventing the Tla'amin Nation from solemnizing, according to the rites and ceremonies of the Tla'amin culture, a marriage between any two individuals:

 a. neither of whom is under any legal disqualification to contract marriage under Federal or Provincial Law; and

 b. either or both of whom are Tla'amin Citizens.

123. A marriage may not be solemnized under Tla'amin Law unless the individuals intending to marry possess a valid marriage licence.

124. For the purposes of paragraph 123, marriage licences may only be issued by the Tla'amin Nation where:

 a. the Tla'amin Nation has been appointed as an issuer of marriage licences under Provincial Law; and

 b. the issuance of the marriage licence complies with the *Marriage Act*.

125. Immediately after the solemnization of the marriage, a representative designated under subparagraph 121.b must register the marriage:

 a. by entering a record of it in a marriage register book issued by Vital Statistics and kept by the Tla'amin Nation for that purpose; and

 b. by providing the original registration to the chief executive officer under the *Vital Statistics Act*.

126. The chief executive officer, or an individual authorized by the chief executive officer, under the *Vital Statistics Act* may, during normal business hours and as often as the chief executive officer considers necessary, inspect the marriage register book kept by the Tla'amin Nation and compare it with the registrations returned by the Tla'amin Nation under subparagraph 125.b.

127. The record under subparagraph 125.a must be signed:

 a. by each of the parties to the marriage;

 b. by two witnesses; and

 c. by a representative designated under subparagraph 121.b.

128. A representative designated under subparagraph 121.b by whom a marriage is solemnized must observe and perform the duties imposed on him or her under the *Vital Statistics Act* respecting the records of marriage.

129. Subject to paragraphs 122 to 128, a Tla'amin Law under paragraph 121 prevails to the extent of a Conflict with Federal or Provincial Law.

Emergency Preparedness

130. The Tla'amin Nation has:

a. the rights, powers, duties and obligations; and

b. the protections, immunities and limitations in respect of liability

of a local authority under Federal and Provincial Law in relation to emergency preparedness and emergency measures on Tla'amin Lands.

131. The Tla'amin Nation may make laws in relation to its rights, powers, duties and obligations under paragraph 130.

132. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 131.

133. For greater certainty, the Tla'amin Nation may declare a state of local emergency and exercise the powers of a local authority in respect of local emergencies in accordance with Federal and Provincial Law in relation to emergency measures, but any declaration and any exercise of those powers is subject to the authority of Canada and British Columbia under Federal and Provincial Law.

134. Nothing in this Agreement affects the authority of:

a. Canada to declare a national emergency; or

b. British Columbia to declare a provincial emergency,

under Federal and Provincial Law.

Regulation of Business

135. The Tla'amin Nation may make laws in relation to the regulation, licensing and prohibition of businesses on Tla'amin Lands including the imposition of licence fees or other fees.

136. The Tla'amin Nation law-making authority under paragraph 135 does not include the authority to make laws in relation to the accreditation, certification or professional conduct of individuals engaged in professions or trades.

137. For greater certainty, paragraph 136 does not apply to the certification or accreditation of teachers of the Tla'amin language and culture or the certification of kindergarten to grade 12 teachers under this Chapter.

138. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 135.

Public Order, Peace and Safety

139. The Tla'amin Nation may make laws in relation to the regulation, control or prohibition of any actions, activities or undertakings on Tla'amin Lands, or on Submerged Lands within Tla'amin Lands, that constitute, or may constitute, a nuisance, a trespass, a danger to public health or a threat to public order, peace or safety.

140. The Tla'amin Nation law-making authority under paragraph 139 does not include the authority to make laws in respect of the regulation, control or prohibition of any actions, activities or undertakings on Submerged Lands within Tla'amin Lands that are authorized by the Crown.

141. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 139.

Buildings and Structures

142. The Tla'amin Nation may make laws in relation to the design, construction, maintenance, repair and demolition of buildings and structures on Tla'amin Lands.

143. Subject to paragraph 144, Tla'amin Law under paragraph 142 will not establish standards for buildings or structures to which the British Columbia Building Code applies, which are additional to or different from the standards established by the British Columbia Building Code.

144. At the request of the Tla'amin Nation, British Columbia and the Tla'amin Nation will negotiate and attempt to reach agreement to enable the Tla'amin Nation to establish standards for buildings and structures under Tla'amin Law which are additional to or different from the standards established by the British Columbia Building Code.

145. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 142.

Public Works

146. The Tla'amin Nation may make laws in relation to public works and related services on Tla'amin Lands.

147. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 146.

OFFENCES AND SANCTIONS

148. Tla'amin Law may provide for the imposition of sanctions, including fines, Administrative Penalties, community service, restitution and imprisonment, for the violation of Tla'amin Law.

149. Except as provided in paragraph 6 of the Taxation Chapter, Tla'amin Law may provide for:

    a. a maximum fine that is not greater than that which may be imposed for comparable regulatory offences punishable by way of summary conviction under Federal or Provincial Law; and

    b. a maximum Administrative Penalty that is not greater than that which may be imposed for a breach of a comparable regulatory requirement under Federal or Provincial Law.

150. Where there is no comparable regulatory offence or regulatory requirement under Federal or Provincial Law, the maximum fine or Administrative Penalty will not be greater than the general limit for offences under the *Offence Act*.

151. Subject to paragraph 6 of the Taxation Chapter, Tla'amin Law may provide for a maximum term of imprisonment that is not greater than the general limit for offences under the *Offence Act*.

ADMINISTRATION OF JUSTICE

Enforcement

152. The Tla'amin Nation is responsible for the enforcement of Tla'amin Law.

153. At the request of the Tla'amin Nation, the Parties may negotiate and attempt to reach agreement for the enforcement of Tla'amin Law by a police force or federal or provincial enforcement officials.

154. The Tla'amin Nation may make laws for the enforcement of Tla'amin Law, including laws respecting:

   a. the appointment of officers to enforce Tla'amin Law; and

   b. powers of enforcement provided such powers do not exceed those provided by Federal or Provincial Law for enforcing similar laws in British Columbia.

155. Federal or Provincial Law prevails to the extent of a Conflict with Tla'amin Law under paragraph 154.

156. The Tla'amin Nation law-making authority under paragraph 154 does not include the authority to:

   a. establish a police force; or

   b. authorize the carriage or use of a firearm by Tla'amin enforcement officials,

   but nothing in this Agreement prevents the Tla'amin Nation from establishing a police force under Provincial Law.

157. Where the Tla'amin Nation appoints officials to enforce Tla'amin Law, the Tla'amin Nation will:

   a. ensure that any Tla'amin enforcement officials are adequately trained to carry out their duties having regard to training requirements for other enforcement officers carrying out similar duties in British Columbia; and

   b. establish and implement procedures for responding to complaints against Tla'amin enforcement officials.

158. Tla'amin Law made in accordance with the Fisheries, Wildlife and Migratory Birds Chapters may be enforced by individuals authorized to enforce Federal Law, Provincial Law or Tla'amin Law in relation to Fish, Aquatic Plants, Wildlife and Migratory Birds in British Columbia.

159. At the request of the Tla'amin Nation, the Parties may negotiate and attempt to reach agreement concerning the enforcement of the environmental laws of any Party on Tla'amin Lands.

160. The Tla'amin Nation may, by a proceeding brought in the Supreme Court of British Columbia, enforce, or prevent or restrain the contravention of, Tla'amin Law.

Adjudication of Tla'amin Law

161. The Provincial Court of British Columbia has jurisdiction to hear prosecutions of offences under Tla'amin Law.

162. The Tla'amin Nation may propose to the Judicial Council of British Columbia, individuals to be recommended by the Judicial Council of British Columbia for appointment and designation as judicial justices of the peace.

163. For the purposes of paragraph 162, the Tla'amin Nation will:

    a. develop and implement a process, including eligibility criteria, for identifying candidates; and

    b. on submitting a proposed candidate, disclose to the Judicial Council of British Columbia the nature and result of the processes referred to in subparagraph 163.a.

164. The *Provincial Court Act* will apply in relation to:

    a. the appointment and designation by the Lieutenant-Governor-in-Council of individuals recommended by the Judicial Council of British Columbia under paragraph 162; and

    b. judicial justices of the peace appointed and designated by the Lieutenant-Governor-in-Council under subparagraph 164.a.

165. Judicial justices of the peace appointed under paragraph 164 will have jurisdiction to adjudicate offences established under Tla'amin Law and such other offences as may be determined by the Chief Judge of the Provincial Court of British Columbia.

166. The summary conviction proceedings of the *Offence Act* apply to prosecutions of offences under Tla'amin Law.

167. The Provincial Court of British Columbia or the Supreme Court of British Columbia, as the case may be, has jurisdiction to hear legal disputes arising between persons under Tla'amin Law.

168. The Tla'amin Nation is responsible for the prosecution of all matters arising from Tla'amin Law, including appeals, and may carry out this responsibility by:

    a. appointing or retaining individuals to conduct prosecutions and appeals, in a manner consistent with the principle of prosecutorial independence and consistent with the overall authority and role of the Attorney General in the administration of justice in British Columbia; or

b. entering into agreements with Canada or British Columbia in respect of the conduct of prosecutions and appeals.

169. Unless the Parties otherwise agree, British Columbia will pay any fines collected in respect of a penalty imposed on a person by the Provincial Court of British Columbia or the Supreme Court of British Columbia, as the case may be, for a violation of Tla'amin Law, to the Tla'amin Nation on a similar basis as British Columbia makes payments to Canada for fines collected by British Columbia for a violation of Federal Law.

170. The Tla'amin Nation law-making authority does not include the authority to establish a court.

171. After receiving a written request from the Tla'amin Nation, the Parties will discuss and explore options for the establishment of a court, other than a provincial court with inherent jurisdiction or a federal court, to adjudicate offences and other matters arising under Tla'amin Law or laws of other First Nation Governments in British Columbia.

Community Correctional Services

172. The Tla'amin Nation may provide Community Correctional Services for individuals charged with, or found guilty of, an offence under Tla'amin Law and carry out such other responsibilities as may be set out in an agreement under paragraphs 173 to 175.

173. At the request of the Tla'amin Nation, the Tla'amin Nation and British Columbia may negotiate and attempt to reach agreement to provide Community Correctional Services on Tla'amin Lands for individuals charged with, or found guilty of, an offence under Federal or Provincial Law.

174. The Tla'amin Nation and British Columbia may negotiate and attempt to reach agreement for the Tla'amin Nation to provide rehabilitative community-based programs and interventions off Tla'amin Lands for Tla'amin Citizens charged with, or found guilty of, an offence under Federal or Provincial Law.

175. The Tla'amin Nation and Canada may negotiate and attempt to reach agreement for individuals appointed by the Tla'amin Nation to deliver Community Correctional Services to individuals who:

a. are Tla'amin Citizens; or

b. reside on Tla'amin Lands,

and have been released from a federal penitentiary or are subject to a long-term supervision order, including parole, temporary absence supervision or other similar services delivered by Canada.

176. Canada and the Tla'amin Nation may negotiate and attempt to reach agreement for the Tla'amin Nation to establish facilities or processes for the care and custody of federally-sentenced offenders.

177. Where an agreement under paragraph 176 has been reached, federal standards apply to the following areas, except as may be modified by such agreements:

a. the exercise of due process;

b. the proper and fair administration of the sentence of the court;

c. the protection of the public;

d. the safety and welfare of those individuals deprived of their freedom through the judicial process;

e. the provision of opportunities for rehabilitation;

f. the audit and review of the Tla'amin Nation's Community Correctional Services; and

g. management, storage and disposal of records and the safeguard of confidential information.

178. Where the Minister is of the opinion that correctional services to federal offenders are not being delivered in accordance with standards and procedures negotiated as part of an agreement under paragraph 176, the Minister may reassume the care and custody of federally-sentenced offenders under the care of the Tla'amin Nation.

179. Where practicable to do so, the Minister will provide the Tla'amin Nation with:

a. notification of the reasons or circumstances which form the basis of the Minister's decision to reassume the care and custody of offenders;

b. a reasonable opportunity to explain why no action should be taken; and

c. a reasonable opportunity to correct or modify the Tla'amin Nation's acts or omissions which form the basis for the Minister's decision.

180. Where the Minister has acted under paragraph 178 without providing notice to the Tla'amin Nation, the Minister will advise the Tla'amin Nation of the reasons or circumstances which formed the basis of the Minister's decision to reassume the care and custody of offenders.

181. This Agreement does not authorize the Tla'amin Nation to establish or maintain places of confinement, except for police jails or lock-ups operated by a police service established under Provincial Law or as provided for in an agreement under paragraph 176.

TLA'AMIN GOVERNMENT LIABILITY

Members of Tla'amin Government

182. No action for damages lies or may be instituted against a member or former member of the legislative or executive branches of Tla'amin Government for:

a. anything said or done, or omitted to be said or done, by or on behalf of the Tla'amin Nation or Tla'amin Government by somebody other than that member or former member while he or she is, or was, a member;

b. any alleged neglect or default in the performance, or intended performance, of a duty, or the exercise of a power, of the Tla'amin Nation or Tla'amin Government while that individual is, or was, a member;

c. anything said or done or omitted to be said or done by that individual in the performance, or intended performance, of the individual's duty or the exercise of the individual's power; or

d. any alleged neglect or default in the performance, or intended performance, of that individual's duty or exercise of that individual's power.

183. Subparagraphs 182.c and 182.d do not provide a defence where:

a. the individual has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or

b. the cause of action is libel or slander.

184. Subparagraphs 182.c and 182.d do not absolve the Tla'amin Nation from vicarious liability arising out of a tort committed by a member or former member of Tla'amin Government for which the Tla'amin Nation would have been liable had that paragraph not been in effect.

Tla'amin Public Officers

185. No action for damages lies or may be instituted against a Tla'amin Public Officer or former Tla'amin Public Officer for:

a. anything said or done, or omitted to be said or done, by that individual in the performance, or intended performance, of the individual's duty or the exercise of the individual's power; or

b. any alleged neglect or default in the performance, or intended performance, of that individual's duty or exercise of that individual's power.

186. Paragraph 185 does not provide a defence where:

a. the Tla'amin Public Officer has, in relation to the conduct that is the subject matter of the action, been guilty of dishonesty, gross negligence or malicious or willful misconduct; or

b. the cause of action is libel or slander.

187. Paragraph 185 does not absolve any of the corporations or bodies referred to in the definition of Tla'amin Public Officer from vicarious liability arising out of a tort committed by a Tla'amin Public Officer for which the corporation or body would have been liable had that paragraph not been in effect.

188. Notwithstanding paragraph 185, except as may be otherwise provided under Federal or Provincial Law, a Tla'amin Public Officer does not have protections, immunities or limitations in respect of liability in relation to the provision of a service, where no individuals delivering reasonably similar programs or services under Federal or Provincial Law have protections,

immunities or limitations in respect of liability and rights under Federal or Provincial Law.

Tla'amin Nation and Tla'amin Government

189. The Tla'amin Nation has the protections, immunities, limitations in respect of liability, remedies over and rights provided to a municipality under Part 7 of the *Local Government Act* and any such other provisions as may be agreed to by the Parties.

190. Tla'amin Government has the protections, immunities, limitations in respect of liability, remedies over and rights provided to a municipal council under Part 7 of the *Local Government Act* and any such other provisions as may be agreed to by the Parties.

191. Subject to paragraph 2 of the Access Chapter, the Tla'amin Nation has the protections, immunities, limitations in respect of liability, remedies over and rights provided to a municipality under the *Occupiers Liability Act* and, for greater certainty, has those protections, immunities, limitations in respect of liability, remedies over and rights, in respect of a road on Tla'amin Lands used by the public or by industrial or resource users, if the Tla'amin Nation is the occupier of that road.

Writ of Execution Against the Tla'amin Nation

192. Without limiting paragraphs 189 and 190, but subject to paragraphs 8 and 9 of the Lands Chapter, no real or personal property of the Tla'amin Nation or a Tla'amin Public Institution is subject to seizure or sale under a writ of execution, order for sale or other process without leave of the Supreme Court of British Columbia, and the court, in granting or refusing leave under this clause, may:

    a. permit the issuance of the writ, make the order or allow the other process at a time and on conditions the court considers proper; or

    b. refuse to permit the writ to be issued or suspend action under it, or deny the order or other process, on terms and conditions the court considers proper or expedient.

193. In determining how it will proceed under paragraph 192 the court will have regard to:

    a. any reputed insolvency of the Tla'amin Nation;

    b. any security afforded to the judgment creditor by the registration of the judgment;

c. the delivery of programs or services by the Tla'amin Nation that are not provided by municipalities in British Columbia and the funding of those programs or services;

d. the immunities from seizure of assets of the Tla'amin Nation under this Agreement; and

e. whether the judgment creditor has exhausted all other remedies, including the seizure of personal property and remedies against Other Tla'amin Lands.

CHAPTER 16 – LOCAL AND REGIONAL GOVERNMENT RELATIONS

GENERAL

1. Tla'amin Lands do not form part of any municipality or electoral area, and do not form part of any regional district unless the Tla'amin Nation becomes a member of the regional district under paragraph 9.

2. On the Effective Date, the Tla'amin Nation is responsible for managing its intergovernmental relations with Local Government.

3. Nothing in this Agreement limits the ability of British Columbia to restructure regional districts or to amend or divide the boundaries of a regional district, municipality or electoral area in accordance with Provincial Law.

4. British Columbia will Consult with the Tla'amin Nation on any changes to the boundaries of a regional district or municipality that directly and significantly affect the Tla'amin Nation, including any changes to the boundaries of the City of Powell River.

INTERGOVERNMENTAL AGREEMENTS

5. The Tla'amin Nation may enter into agreements with Local Government with respect to the provision and delivery of:

   a. Local Government services to Tla'amin Lands; and

   b. the Tla'amin Nation's services for lands under the jurisdiction of Local Government.

6. The Tla'amin Nation agrees that any service agreement between the Sliammon Indian Band and a Local Government in effect on the day before the Effective Date will remain in effect until such time as it is renegotiated or is terminated under the terms of the agreement.

7. The Tla'amin Nation and Local Governments may establish and maintain agreements that set out principles, procedures and guidelines for the management of their relationship. The matters that may be governed by such agreements include the following:

   a. protection of culture and heritage interests;

b. coordination and compatibility of land use and planning, water use and watershed planning, including regulating land use, enforcement of regulations and development;

c. coordination and compatibility of property tax structures;

d. coordination and harmonization of the development of infrastructure including transportation;

e. cooperative economic development including recreation and tourism;

f. environmental protection and stewardship; and

g. dispute resolution.

8. In the absence of an agreement under subparagraph 7.b, the Tla'amin Nation and Local Government will discuss land use planning on parcels of land that touch a shared boundary between them.

REGIONAL DISTRICT MEMBERSHIP

9. The Tla'amin Nation may become a member of a regional district in accordance with Provincial Law.

10. Where the Tla'amin Nation becomes a member of a regional district, the Tla'amin Nation will appoint an elected member of the Tla'amin Government to sit as a director on the board of the regional district in accordance with Provincial Law.

11. The Tla'amin director will have the functions, powers, duties, obligations and liability protections of a municipal director of the regional district board as is provided to a "treaty first nation director" under Provincial Law.

12. Where the Tla'amin Nation is a member of the regional district and a dispute arises, the Tla'amin Nation and the regional district may be required to use a dispute resolution process set out in Provincial Law.

REGIONAL HOSPITAL DISTRICT MEMBERSHIP

13. Tla'amin Lands form part of the Powell River Regional Hospital District.

14. On the Effective Date, the Tla'amin Nation will be a member of the Powell River Regional Hospital District and will appoint an elected member of the Tla'amin Government to sit as a director on the board of the Powell River Regional Hospital District in accordance with Provincial Law.

15. The Tla'amin director will have the functions, powers, duties, obligations and liability protections of a municipal director of the regional hospital board as is provided to a "treaty first nation director" under Provincial Law.

16. Where the Tla'amin Nation becomes a member of the Powell River Regional District under paragraph 9, the Tla'amin Nation's membership in the Powell River Regional Hospital District under paragraph 14 will be replaced through regional district membership.

CHAPTER 17 – TRANSITION

ESTATES

1. The *Indian Act* applies, with any modifications that the circumstances require, to the estate of an individual who:

   a. died testate or intestate before the Effective Date; and

   b. at the time of death, was a member of the Sliammon Indian Band.

2. Before the Effective Date, Canada will take reasonable steps to:

   a. notify in writing all members of the Sliammon Indian Band who have deposited wills with the Minister; and

   b. provide information to all members of the Sliammon Indian Band who have not deposited wills with the Minister and to all individuals who are eligible to be enrolled under this Agreement,

   that their wills may not be valid after the Effective Date and that their wills should be reviewed to ensure validity under Provincial Law.

3. Section 51 of the *Indian Act* applies, with any modifications that the circumstances require, to the property of a Tla'amin Citizen whose property was administered under section 51 of the *Indian Act* on the day before the Effective Date, until that individual is declared to be no longer incapable under the *Patients Property Act*.

4. The *Indian Act* applies, with any modifications that the circumstances require, to the estate of a Tla'amin Citizen:

   a. who executed a will in the form that complies with subsection 45(2) of the *Indian Act* before the Effective Date;

   b. whose property was administered under section 51 of the *Indian Act* on the day before the Effective Date and at the time of death; and

   c. who did not execute a will that complies with the requirements as to form and execution under Provincial Law during a period after the Effective Date in which that individual was declared to be no longer incapable under the *Patients Property Act*.

5. Sections 52 and 52.2 to 52.5 of the *Indian Act* apply, with any modifications that the circumstances require, to the administration of any property to which a Tla'amin Citizen who is a Child of an Indian is entitled, where the Minister was administering that property under the *Indian Act* on the day before the Effective Date, until the duties of the Minister in respect of the administration have been discharged.

CONTINUATION OF *INDIAN ACT* BYLAWS AND *SLIAMMON FIRST NATION LAND CODE*

6. The bylaws of the Sliammon Indian Band, the *Sliammon First Nation Land Code* and any law made under the *Sliammon First Nation Land Code*, that were in effect on the day before the Effective Date, continue in effect for 90 days after the Effective Date on Former Sliammon Indian Reserves.

7. As of the Effective Date, the relationship between an enactment referred to in paragraph 6 and a Federal or Provincial Law will be governed by the provisions of this Agreement governing the relationship between Tla'amin Law and Federal or Provincial Law in relation to the subject matter of the enactment.

8. The Tla'amin Nation may repeal, but not amend, an enactment referred to in paragraph 6.

9. Nothing in this Agreement precludes a person from challenging the validity of an enactment referred to in paragraph 6.

CONTINUATION OF SLIAMMON COMMUNITY IMPROVEMENT FEE

10. The *Sliammon First Nation Tobacco and Fuel Products Community Improvement Fee By-Law, 1999* and the Sales Tax Collection Agreement continue to apply in respect of Former Sliammon Indian Reserves as if the Tla'amin Nation were still an Indian Band, until the earlier of:

    a. the first day of the first month after the eighth anniversary of the Effective Date; or

    b. the date on which the Sales Tax Collection Agreement is terminated.

STATUS OF INDIAN BAND AND TRANSFER OF INDIAN BAND ASSETS

11. On the Effective Date, all of the rights, titles, interests, assets, obligations and liabilities of the Sliammon Indian Band vest in the Tla'amin Nation, and the Sliammon Indian Band ceases to exist.

12. All moneys held by Canada pursuant to the *Indian Act* for the use and benefit of the Sliammon Indian Band, including capital and revenue moneys of the Band, will be transferred by Canada to the Tla'amin Nation as soon as practicable after the Effective Date.

13. Upon transfer of the moneys referred to in paragraph 12, Canada will no longer be responsible for the collection of moneys payable:

    a. to or for the benefit of the Tla'amin Nation; or

    b. except as provided in paragraphs 1 and 3 to 5, to or for the benefit of a Tla'amin Citizen.

14. For greater certainty, Canada will not be liable for any errors or omissions in the administration of all moneys held by the Tla'amin Nation for the use and benefit of the Tla'amin Nation that occur subsequent to the transfer of capital and revenue moneys of the Sliammon Indian Band from Canada to the Tla'amin Nation.

CHAPTER 18 – CAPITAL TRANSFER AND NEGOTIATION LOAN REPAYMENT

CAPITAL TRANSFER

1. Subject to paragraph 3, the Capital Transfer from Canada to the Tla'amin Nation, including the economic development fund and the fishing vessel fund, will be paid in accordance with Schedule 1 of this Chapter.

NEGOTIATION LOAN REPAYMENT

2. Subject to paragraph 4, the Tla'amin Nation will make negotiation loan repayments to Canada in accordance with Schedule 2 of this Chapter.

3. Canada may set off and deduct the amount of a negotiation loan repayment to be made under paragraph 2 from a payment to be made on the same date under paragraph 1, except to the extent that the negotiation loan repayment amount has been prepaid in accordance with paragraph 4.

PREPAYMENTS

4. In addition to any negotiation loan repayment required under paragraph 2, the Tla'amin Nation may make loan prepayments to Canada. All prepayments will be applied to the outstanding scheduled negotiation loan repayment amounts in consecutive order from the Effective Date. The Tla'amin Nation will notify Canada in writing of a prepayment at least 30 days before the date of that prepayment.

5. The "n" anniversary for which a prepayment is to be applied will be the earliest anniversary for which a scheduled negotiation loan repayment amount, or a portion thereof, remains outstanding. Any loan prepayment applied to an outstanding negotiation loan repayment amount, or to a portion thereof, will be credited at its future value, as of the "n" anniversary, determined in accordance with the following formula:

$$\text{Future Value} = \text{Prepayment} * (1+CR)^{K} * (1+CR*H/365)$$

where,

"*" means multiplied by;

"/" means divided by;

"CR" is 4.635 per cent;

"K" is the number of complete years between the date of the prepayment and the "n" anniversary; and

"H" is one plus the number of days remaining in the period between the date of the prepayment and the "n" anniversary, once the number of complete years referred to in "K" above has been deducted.

6. Where the future value of the prepayment exceeds the outstanding amount of the negotiation loan repayment amount scheduled for the "n" anniversary, the excess will be deemed to be a prepayment made on the "n" anniversary so that the future value of the excess will be applied as of the next anniversary in a manner analogous to that described in paragraph 5.

7. On receipt of a loan prepayment, Canada will issue a letter to the Tla'amin Nation setting out the amount of the prepayment received and the manner in which it will be applied.

SCHEDULE 1 – CAPITAL TRANSFER PAYMENT PLAN

Part 1

DATE OF PAYMENT	PROVISIONAL PAYMENT AMOUNT
Effective Date	$ 3,611,877
First anniversary of Effective Date	$ 3,611,877
Second anniversary of Effective Date	$ 3,611,877
Third anniversary of Effective Date	$ 3,611,877
Fourth anniversary of Effective Date	$ 3,611,877
Fifth anniversary of Effective Date	$ 3,611,877
Sixth anniversary of Effective Date	$ 3,611,877
Seventh anniversary of Effective Date	$ 3,611,877
Eighth anniversary of Effective Date	$ 3,611,877
Ninth anniversary of Effective Date	$ 3,611,877

Part 2 – Economic Development Fund

DATE OF PAYMENT	PROVISIONAL PAYMENT AMOUNT
Effective Date	$ 6,942,405

Part 3 – Fishing Vessel Fund

DATE OF PAYMENT	PROVISIONAL PAYMENT AMOUNT
Effective Date	$ 250,000

NOTES FOR FINALIZING SCHEDULE 1

These notes will not form part of this Agreement. The purpose of these notes is to enable the Parties to calculate on the Revision Date the amounts to be shown in the final version of this Schedule.

1. In these notes:

"FDDIPI" means the Final Domestic Demand Implicit Price Index for Canada, series D100466, published regularly by Statistics Canada in Matrix 10512: Implicit Price Indexes, Gross Domestic Product, or its replacement series as specified by Statistics Canada;

"Revision Date" means the date 30 days before the Effective Date, or another date agreed to by the Parties;

"Signing Date" means the date on which this Agreement is signed by the Parties after ratification of this Agreement by the Tla'amin Nation in accordance with paragraph 3 of the Ratification Chapter; and

"Transition Date" means the date that is 15 months after the Signing Date.

2. Where the period between the Signing Date and the Effective Date is 15 months or less, on the Revision Date each provisional payment amount in the Capital Transfer Payment Plan will be adjusted as follows:

provisional payment amount * M/L

where,

"*" means multiplied by;

"/" means divided by;

"M" is the first published value of FDDIPI for the latest calendar quarter for which Statistics Canada has published a FDDIPI before the Revision Date; and

"L" is the value of FDDIPI for the first quarter of 2010 published by Statistics Canada at the same time that the values used in M are published.

3. Where the period between the Signing Date and the Effective Date is greater than 15 months, on the Revision Date each provisional payment amount in the Capital Transfer Payment Plan will be adjusted as follows:

provisional payment amount $* [(P/Q) * (1 + CR)^Y * (1+CR*D/365)]$

where,

"*" means multiplied by;

"/" means divided by;

"P" is the first published value of FDDIPI for the latest calendar quarter for which Statistics Canada has published a FDDIPI before the Transition Date;

"Q" is the value of FDDIPI for the first quarter of 2010 published by Statistics Canada at the same time that the values used in P are published;

"CR" is 4.635 per cent;

"Y" is the number of complete years between the Transition Date and the Effective Date; and

"D" is the number of days remaining in the period between the Transition Date and the Effective Date, after deducting the complete years in that period that have been taken into account in the determination of Y.

Note: The purpose of this paragraph is to limit the period for which the Capital Transfer is adjusted by FDDIPI to the period that ends on the Transition Date, and to lengthen the period for which the Capital Transfer is adjusted by the calculation rate to the period between the Transition Date and the Effective Date.

4. On the Revision Date, following the adjustment made in accordance with either paragraph 2 or 3 of these notes:

   a. the Capital Transfer Payment Plan will be amended to incorporate the adjusted figures;

   b. the final amounts in the Capital Transfer Payment Plan will be divided into amounts that Canada will pay to the Tla'amin Nation; and

   c. the headings in the Capital Transfer Payment Plan will be replaced by the following headings:

Part 1

	PAYMENT AMOUNT
DATE OF PAYMENT	CANADA WILL PAY

Part 2 – Economic Development Fund

	PAYMENT AMOUNT
DATE OF PAYMENT	CANADA WILL PAY

Part 3 – Fishing Vessel Fund

	PAYMENT AMOUNT
DATE OF PAYMENT	CANADA WILL PAY

SCHEDULE 2 – NEGOTIATION LOAN REPAYMENT PLAN

REPAYMENT DATE	PROVISIONAL NEGOTIATION LOAN REPAYMENT AMOUNT
Effective Date	$ 1,167,829
First anniversary of Effective Date	$ 1,167,829
Second anniversary of Effective Date	$ 1,167,829
Third anniversary of Effective Date	$ 1,167,829
Fourth anniversary of Effective Date	$ 1,167,829
Fifth anniversary of Effective Date	$ 1,167,829
Sixth anniversary of Effective Date	$ 1,167,829
Seventh anniversary of Effective Date	$ 1,167,829
Eighth anniversary of Effective Date	$ 1,167,829
Ninth anniversary of Effective Date	$ 1,167,829

NOTES FOR FINALIZING SCHEDULE 2

These notes will not form part of this Agreement. The purpose of these notes is to enable the Parties to calculate on the Revision Date the amounts to be shown in the final version of this Schedule.

The provisional loan repayment amounts are based on total outstanding negotiation loans and interest accrued up to March 31, 2010. Final negotiation loan repayment amounts, including any further loans made and interest accrued after March 31, 2010, will be calculated and included in the final Negotiation Loan Repayment Plan in accordance with the following notes.

1. In these notes:

   "Revision Date" has the same meaning as in Schedule 1 of this Chapter.

2. Prior to the Revision Date, Canada and the Tla'amin Nation will jointly produce a document capturing the final loan and interest amounts as at the Effective Date and setting out the amounts of all loans from Canada to the Sliammon Indian Band, all interest accrued to date and the relevant terms and conditions of those loans.

3. On the Revision Date, the provisional negotiation loan repayment amounts in the Negotiation Loan Repayment Plan will be adjusted to final negotiation loan repayment amounts by:

   a. determining the amount of the additional negotiation loans made by Canada to the Sliammon Indian Band which were not included in the calculation of the provisional negotiation loan repayment amounts and any additional interest accrued since the provisional negotiation loan and interest amounts were calculated; and

   b. pro-rating the additional amounts determined under subparagraph 3.a of these notes over the Negotiation Loan Repayment Plan such that the final repayment amounts are equal amounts, using as an interest rate 4.635% per year beginning at the Effective Date and compounded annually, which is the same rate of interest that was used to establish the provisional Negotiation Loan Repayment Plan.

4. On the Revision Date, following the adjustment performed in accordance with paragraph 3 of these notes, the Negotiation Loan Repayment Plan will be amended to incorporate the adjusted figures and the headings in the Negotiation Loan Repayment Plan will be replaced by the following headings:

REPAYMENT DATE	**NEGOTIATION LOAN REPAYMENT AMOUNT**

CHAPTER 19 – RESOURCE REVENUE SHARING

1. Commencing on the first Payment Date and on each subsequent Payment Date, Canada will make one Resource Revenue Payment to the Tla'amin Nation.

2. Commencing on the first Payment Date and on each subsequent Payment Date, British Columbia will make one Resource Revenue Payment to the Tla'amin Nation.

3. Each Resource Revenue Payment will be calculated 30 days before the corresponding Payment Date, using the following formula:

   Resource Revenue Payment = 50% * [$662,584 * (Payment Date FDDIPI/First Quarter 2010 FDDIPI)]

   where,

   "*" means multiplied by;

   "/" means divided by; and

   "FDDIPI" means the Final Domestic Demand Implicit Price Index for Canada, series D100466, published regularly by Statistics Canada in Matrix 10512: Implicit Price Indexes, Gross Domestic Product, or its replacement series as specified by Statistics Canada.

   For each Payment Date:

   "Payment Date FDDIPI" is the first published FDDIPI for the latest calendar quarter for which Statistics Canada has published a FDDIPI 30 days before that Payment Date; and

   "First Quarter 2010 FDDIPI" is the value of FDDIPI for the first quarter of 2010 published by Statistics Canada at the same time that the values used in Payment Date FDDIPI are published.

CHAPTER 20 – FISCAL RELATIONS

1. The Parties acknowledge that they each have a role in supporting the Tla'amin Nation, through direct or indirect financial support or through access to public programs and services, as set out in the Fiscal Financing Agreement or provided through other arrangements.

2. Every five years, or other periods as may be agreed, the Parties will negotiate and attempt to reach agreement on a Fiscal Financing Agreement that will:

   a. set out the Agreed Upon Programs and Services, including, where appropriate, the recipients of those programs and services;

   b. set out the responsibilities of each of the Parties in respect of the Agreed Upon Programs and Services;

   c. set out the funding for Agreed Upon Programs and Services;

   d. set out the Tla'amin Nation's contribution to the funding of Agreed Upon Programs and Services from its own source revenues as determined under paragraphs 4 and 5 of this Chapter;

   e. set out mechanisms for the transfer of funds to the Tla'amin Nation from Canada or British Columbia;

   f. set out procedures for:

      i. the collection and exchange of information, including statistical and financial information, required for the administration of Fiscal Financing Agreements;

      ii. dispute resolution in relation to Fiscal Financing Agreements;

      iii. accountability requirements, including those respecting reporting and audit, of the Tla'amin Nation;

      iv. negotiating the inclusion of additional programs and services to the list of Agreed Upon Programs and Services within a Fiscal Financing Agreement;

      v. addressing exceptional circumstances and emergencies; and

vi. negotiation of subsequent Fiscal Financing Agreements; and

g. address other matters as agreed to by the Parties.

3. In negotiating a Fiscal Financing Agreement, the Parties will take into account:

a. the cost of providing, either directly or indirectly, Agreed Upon Programs and Services that are reasonably comparable to similar programs and services available in other communities of similar size and circumstance in southwestern British Columbia;

b. efficiency and effectiveness, including opportunities for economies of scale, in the provision of Agreed Upon Programs and Services, which may include, where appropriate, cooperative arrangements with other governments, First Nations or existing service providers;

c. the costs of operating Tla'amin Government;

d. existing levels of funding provided by Canada or British Columbia;

e. prevailing fiscal policies of Canada or British Columbia;

f. the location and accessibility of communities on Tla'amin Lands;

g. the jurisdictions, authorities, programs and services assumed by the Tla'amin Nation under this Agreement;

h. the desirability of reasonably stable, predictable and flexible fiscal arrangements;

i. changes in price and volume, which may include the number of individuals eligible to receive Agreed Upon Programs and Services; and

j. other matters as agreed to by the Parties.

4. In negotiating the Tla'amin Nation's contribution to the funding of Agreed Upon Programs and Services from its own source revenues under subparagraph 2.d, the Parties will take into account:

a. the capacity of the Tla'amin Nation to generate revenues;

b. the existing Tla'amin own source revenue arrangements negotiated under this Agreement;

c. the prevailing fiscal policies with respect to the treatment of First Nation own source revenue in self-government fiscal arrangements;

d. that own source revenue arrangements should not unreasonably reduce incentives for the Tla'amin Nation to generate revenues;

e. that the reliance of the Tla'amin Nation on fiscal transfers should decrease over time as it becomes more self-sufficient; and

f. other matters as agreed to by the Parties.

5. In negotiating the own source revenue contribution of the Tla'amin Nation to the funding of Agreed Upon Programs and Services under subparagraph 2.d, unless otherwise agreed:

a. own source revenue arrangements will not include:

i. Capital Transfer received under this Agreement, in the manner set out in the initial agreement in respect of own source revenues;

ii. resource revenue sharing under this Agreement, in the manner set out in the initial agreement in respect of own source revenues;

iii. proceeds from the sale of Tla'amin Lands or Other Tla'amin Lands;

iv. any federal or provincial payments under Fiscal Financing Agreements or other agreements for programs and services with the Tla'amin Nation;

v. interest, gains or other income from the investment or reinvestment of funds held in a Fish Fund established with funding received by the Tla'amin Nation from Canada for a purpose related to the implementation of this Agreement as set out in the initial agreement in respect of own source revenues, or as agreed to by the Parties, provided that the interest, gains or other income is reinvested in the fund or is used for a purpose or activity that is intended by the Parties to be funded from that fund;

vi. gifts or charitable donations;

vii. amounts received as compensation for specific losses or damages to property or assets;

viii. a Specific Claim Settlement; or

ix. other sources agreed to by the Parties; and

b. own source revenue arrangements will not permit:

i. Canada to benefit from the decision of British Columbia to vacate tax room or to transfer revenues or tax authorities to the Tla'amin Nation; or

ii. British Columbia to benefit from the decision of Canada to vacate tax room or to transfer revenues or tax authorities to the Tla'amin Nation.

6. Where the Parties do not reach agreement on a subsequent Fiscal Financing Agreement by the expiry date of an existing Fiscal Financing Agreement, the existing Fiscal Financing Agreement will:

a. continue in effect for up to two years from its original expiry date, or for such other period of time as the Parties may agree to in writing; and

b. terminate on the earlier of:

i. the expiry of the extended term determined in accordance with subparagraph 6.a; or

ii. the date of commencement of a subsequent Fiscal Financing Agreement.

7. Unless otherwise agreed by the Parties in a Fiscal Financing Agreement, the creation of the Tla'amin Government, the provision of the Tla'amin Nation's law-making authority under this Agreement or the exercise of the Tla'amin Nation's law-making authority does not create or imply any financial obligation or service responsibility on the part of any Party.

8. For greater certainty, when the Parties agree in the initial Fiscal Financing Agreement that Canada will provide one time federal funding to the Tla'amin Nation to establish a Fish Fund to support the provision of agreed upon implementation activities and Canada duly provides that funding, Canada has no further obligation to negotiate and attempt to reach agreement on the provision of additional federal funding for those implementation activities.

9. Any funding required for the purposes of the Fiscal Financing Agreement, or any other agreement that is reached as a result of negotiations that are

required or permitted under any provision of this Agreement and that provides for financial obligations to be assumed by a Party, is subject to the appropriation of funds:

a. in the case of Canada, by Parliament;

b. in the case of British Columbia, by the Legislature; or

c. in the case of the Tla'amin Nation, by the Tla'amin Government.

CHAPTER 21 – TAXATION

DIRECT TAXATION

1. The Tla'amin Nation may make laws in respect of:

   a. Direct taxation of Tla'amin Citizens within Tla'amin Lands in order to raise revenue for Tla'amin Nation purposes; and

   b. the implementation of any taxation agreement entered into between the Tla'amin Nation and Canada or British Columbia.

2. The Tla'amin Nation law-making authority under subparagraph 1.a will not limit the taxation powers of Canada or British Columbia.

3. Notwithstanding paragraph 81 of the General Provisions Chapter, any Tla'amin Law made under this Chapter, or any exercise of power by Tla'amin Government, is subject to and will conform with International Legal Obligations respecting taxation, and paragraphs 24 to 29 of the General Provisions Chapter do not apply with respect to International Legal Obligations respecting taxation.

TAXATION POWERS AGREEMENTS

4. From time to time, at the request of the Tla'amin Nation, Canada and British Columbia, together or separately, may negotiate and attempt to reach agreement with the Tla'amin Nation respecting:

   a. the extent to which the Direct taxation law-making authority of the Tla'amin Nation under subparagraph 1.a may be extended to apply to Persons, other than Tla'amin Citizens, within Tla'amin Lands; and

   b. the manner in which the Tla'amin Nation law-making authority under subparagraph 1.a, as extended by the application of subparagraph 4.a, will be coordinated with existing federal or provincial tax systems, including:

      i. the amount of tax room that Canada or British Columbia may be prepared to vacate in favour of taxes imposed by the Tla'amin Nation; and

      ii. the terms and conditions under which Canada or British Columbia may administer, on behalf of the Tla'amin Nation, taxes imposed by the Tla'amin Nation.

5. Notwithstanding the provisions of the Governance Chapter, parties to an agreement contemplated under paragraph 4 may provide for an alternative approach to the appeal, enforcement or adjudication of matters relating to a Tla'amin Law in respect of taxation.

6. A Tla'amin Law with respect to taxation may provide for:

   a. a fine that is greater than the limits set out in paragraph 149 of the Governance Chapter; or

   b. a term of imprisonment that is greater than the limit set out in paragraph 151 of the Governance Chapter,

   where there is an agreement to that effect as contemplated under paragraph 4.

TLA'AMIN LANDS

7. The Tla'amin Nation is not subject to capital taxation, including real property taxes and taxes on capital or wealth, with respect to the estate or interest of the Tla'amin Nation in Tla'amin Lands on which there are no improvements or on which there is a designated improvement.

8. In paragraph 7, "designated improvement" means:

   a. a residence of a Tla'amin Citizen;

   b. an improvement, all or substantially all of which is used for a public purpose or a purpose ancillary or incidental to a public purpose, including:

      i. a public governance or administration building, public meeting building, public hall, public school or other public educational institution, teacherage, public library, public health facility, public care facility, public seniors home, public museum, place of public worship, manse, fire hall, police facility, court, correction facility, public recreation facility, public park or an improvement used for Tla'amin cultural or spiritual purposes;

      ii. works of public convenience constructed or operated for the benefit of Tla'amin Citizens, occupiers of Tla'amin Lands or individuals visiting or in transit through Tla'amin Lands, including public utility works, public works used to treat or deliver water or as part of a public sewer system, public roads, public bridges, public drainage ditches, traffic signals, street lights, public sidewalks and public parking lots; or

iii. similar improvements;

c. an improvement that is used primarily for the management, protection or enhancement of a natural resource, including a Forest Resource, a fishery, avian or wildlife resource or water, other than an improvement that is used primarily in harvesting or processing a natural resource for profit; and

d. Forest Resources and forest roads.

9. In subparagraph 8.b, "public purpose" does not include the provision of property or services primarily for the purpose of profit.

10. For the purposes of paragraphs 7 and 8:

a. for greater certainty, Tla'amin Lands include the improvements on those lands; and

b. an improvement is deemed to be on the land that is necessarily ancillary to the use of the improvement.

11. For greater certainty, the exemption from taxation in paragraph 7 does not apply to a taxpayer other than the Tla'amin Nation nor does it apply with respect to a disposition of Tla'amin Lands, or interests in those lands, by the Tla'amin Nation.

12. For federal and provincial income tax purposes, proceeds of disposition received by the Tla'amin Nation on expropriation of Tla'amin Lands in accordance with the Lands Chapter are not taxable.

TRANSFER OF TLA'AMIN CAPITAL

13. A transfer of Tla'amin Capital under this Agreement and a recognition of ownership of Tla'amin Capital under this Agreement are not taxable.

14. For purposes of paragraph 13, an amount paid to a Tla'amin Citizen is deemed to be a transfer of Tla'amin Capital under this Agreement where the payment:

a. can reasonably be considered to be a distribution of a Capital Transfer received by the Tla'amin Nation; and

b. becomes payable within 90 days and is paid within 270 days from the date that the Tla'amin Nation receives the Capital Transfer.

15. For federal and provincial income tax purposes, Tla'amin Capital is deemed to have been acquired by the Tla'amin Nation at a cost equal to its fair market value on the later of:

a. the Effective Date; and

b. the date of transfer of ownership under this Agreement or the date of recognition of ownership under this Agreement, as the case may be.

INDIAN ACT TAX EXEMPTION AND TRANSITIONAL EXEMPTION

16. Section 87 of the *Indian Act* will have no application to a Tla'amin Citizen:

a. with respect to Transaction Taxes, as of the first day of the first month after the eighth anniversary of the Effective Date; and

b. with respect to all other taxes, as of the first day of the first calendar year after the twelfth anniversary of the Effective Date.

17. Subject to subparagraphs 1.a and 4.a and paragraphs 18 to 21, as of the Effective Date, the following is exempt from taxation:

a. the interest of an Indian in Tla'amin Lands that were an Indian Reserve or Surrendered Lands on the day before the Effective Date;

b. the personal property of an Indian situated on Tla'amin Lands that were an Indian Reserve on the day before the Effective Date; and

c. an Indian with respect to the ownership, occupation, possession or use of any property mentioned in subparagraph 17.a or 17.b.

18. Paragraph 17 will cease to be effective:

a. with respect to Transaction Taxes, as of the first day of the first month after the eighth anniversary of the Effective Date; and

b. with respect to all other taxes, as of the first day of the first calendar year after the twelfth anniversary of the Effective Date.

19. Paragraph 17 will be interpreted to exempt an Indian with respect to a property or interest, or with respect to the ownership, occupation,

possession or use thereof, in the same manner and under the same conditions under which section 87 of the *Indian Act* would have applied, but for this Agreement, if the property were situated on, or the interest were in, an Indian Reserve.

20. Paragraph 17 only applies to an Indian during the period that section 87 of the *Indian Act* applies to that individual.

21. Where the Tla'amin Nation imposes a tax within Tla'amin Lands and concludes a tax agreement for that purpose with Canada or British Columbia as contemplated in paragraph 4, paragraph 17 does not apply to the extent that the Tla'amin Nation, Canada or British Columbia, as the case may be, imposes a tax that the particular taxation agreement specifies is applicable to Tla'amin Citizens and other Indians within Tla'amin Lands.

TAX TREATMENT AGREEMENT

22. The Parties will enter into a tax treatment agreement, which will come into effect on the Effective Date.

23. Canada and British Columbia will recommend to Parliament and the Legislature, respectively, that the tax treatment agreement be given effect and force of law under federal and provincial legislation.

CHAPTER 22 – ELIGIBILITY AND ENROLMENT

TLA'AMIN ELIGIBILITY CRITERIA

1. An individual is eligible for enrolment under this Agreement where that individual:

   a. is of Tla'amin ancestry;

   b. is registered, or is eligible to be registered, on the Sliammon Indian Band list as of the day before the Effective Date;

   c. was adopted as a Child under the laws recognized in Canada or by Tla'amin custom by an individual eligible for enrolment under subparagraphs 1.a, 1.b or 1.d;

   d. is a descendant of an individual eligible for enrolment under subparagraphs 1.a, 1.b or 1.c; or

   e. after the Effective Date, is accepted according to a community acceptance process set out in Tla'amin Law.

2. Notwithstanding subparagraph 1.d, where an individual having no aboriginal ancestry became a member of the Sliammon Indian Band prior to April 17, 1985 because of marriage to a Sliammon Indian Band member, and that individual subsequently has a Child with another individual having no Tla'amin ancestry, that Child will not be entitled to be enrolled.

3. Enrolment under this Agreement will not:

   a. confer or deny rights of entry into Canada, Canadian citizenship, the right to be registered as an Indian under the *Indian Act*, or any of the rights or benefits under the *Indian Act*; or

   b. except as set out in this Agreement or in any Federal or Provincial Law, impose any obligation on Canada or British Columbia to provide rights or benefits.

OTHER LAND CLAIMS AGREEMENTS AND INDIAN BAND MEMBERSHIP

4. An individual may not at the same time be enrolled under this Agreement and:

a. receive benefits under another treaty or land claims agreement in Canada;

b. be enrolled under another treaty or land claims agreement in Canada; or

c. be on an *Indian Act* band list, other than that of the Sliammon Indian Band.

5. An individual described in subparagraphs 4.a or 4.b may apply to enroll under this Agreement and if their application is accepted that individual will, on or after the Effective Date and in accordance with paragraph 8:

a. withdraw from enrolment under the other treaty or land claims agreement; or

b. where there is no enrolment procedure or registry under the other treaty or land claims agreement, not exercise or assert any rights as a beneficiary under the other treaty or land claims agreement.

6. An individual described in subparagraph 4.c may apply to enroll under this Agreement where:

a. prior to the Effective Date, that individual has applied to transfer to the Sliammon Indian Band and their application to transfer has been accepted by resolution of the Sliammon Indian Band council; or

b. on or after the Effective Date and in accordance with paragraph 9, that individual has indicated that they will request that they be removed from the *Indian Act* band list on which they are registered.

7. An individual described in paragraph 5 or 6 whose application has been accepted will be notified in writing by the Enrolment Committee, or by the Tla'amin Nation in accordance with subparagraph 37.a, that the individual has been conditionally enrolled.

8. Where an individual described in paragraph 5, whose application has been accepted, demonstrates that they have ceased receiving benefits or have withdrawn from enrolment under the other treaty or land claims agreement within 120 days of the later of:

a. the Effective Date; or

b. receiving written notification of conditional enrolment by the Enrolment Committee, or by the Tla'amin Nation in accordance with subparagraph 37.a,

the Enrolment Committee, or the Tla'amin Nation in accordance with subparagraph 37.a, will add that individual's name to the Citizenship Register.

9. Notwithstanding subparagraph 4.c, where an individual described in paragraph 6, whose application has been accepted, demonstrates that they have requested in writing that they be removed from the *Indian Act* band list on which they were registered, within 120 days of the later of:

a. the Effective Date; or

b. receiving written notification of conditional enrolment by the Enrolment Committee, or by the Tla'amin Nation in accordance with subparagraph 37.a,

the Enrolment Committee, or by the Tla'amin Nation in accordance with subparagraph 37.a, will add that individual's name to the Citizenship Register and the Tla'amin Nation will request that Canada change the individual's affiliation on the Indian Register list and issue a new status card for the individual.

APPLICANTS

10. An individual may:

a. apply to the Enrolment Committee for enrolment;

b. appeal a decision of the Enrolment Committee to the Enrolment Appeal Board; or

c. seek judicial review of a decision of the Enrolment Appeal Board,

on their own behalf or on behalf of an individual whose affairs they have the legal authority to manage.

11. Each applicant, or individual who has the legal authority to manage the affairs of an applicant, has the burden of demonstrating that the applicant meets the eligibility criteria.

ENROLMENT COMMITTEE

12. The Tla'amin Nation will establish the Enrolment Committee to be responsible for the enrolment process as set out in this Agreement.

13. The Tla'amin Nation will notify Canada and British Columbia of the names of the individuals appointed to the Enrolment Committee.

14. The Enrolment Committee will:

    a. establish its enrolment procedures and set its time limits, including a time limit for making enrolment decisions;

    b. publish its procedures and time limits, including the eligibility criteria and a list of the documentation and information required of each applicant in time for individuals to review before making their applications for enrolment;

    c. take reasonable steps to notify individuals potentially eligible to be enrolled of the eligibility criteria and application procedures;

    d. provide an application form to any individual who wishes to apply for enrolment;

    e. receive enrolment applications, provide a confirmation of receipt to the applicant, consider and make a timely decision on each application based on the eligibility criteria, request further information if required, enroll the applicants who meet the eligibility criteria and maintain a record of those decisions;

    f. establish and maintain the Citizenship Register and a list of the individuals conditionally enrolled under paragraph 7;

    g. add names to, remove names from or amend names on the Citizenship Register in accordance with this Chapter and decisions of the Enrolment Appeal Board;

    h. notify in writing each applicant and the Parties of its decision and, if enrolment is refused, provide written reasons;

    i. provide information in relation to an applicant's enrolment application, in confidence, upon request to the Parties or the Enrolment Appeal Board;

    j. unless otherwise provided in this Chapter, keep information provided by and about applicants confidential;

k. provide a copy of the Citizenship Register and a list of the individuals conditionally enrolled under paragraph 7, and any other relevant information requested, to the Ratification Committee in a timely manner;

l. provide a true copy of the Citizenship Register to the Parties upon request; and

m. report to the Parties on the enrolment process as requested.

15. Where the Enrolment Committee forms the opinion that an applicant will be refused enrolment, the Enrolment Committee will provide the applicant with a reasonable opportunity to present further information, in accordance with the enrolment procedures.

16. After a decision by the Enrolment Committee and before any appeal of that decision is commenced, the applicant may submit new information to the Enrolment Committee.

17. The Enrolment Committee may, before an appeal of a decision is commenced, vary, or rescind and remake, the decision on the basis of new information if it considers the decision was in error.

18. Subject to paragraph 17, a decision of the Enrolment Committee that is not appealed to the Enrolment Appeal Board will be final and binding.

19. Where the Enrolment Committee fails to decide upon an application for enrolment within the time established in its procedures, the application will be deemed to be refused and the deemed refusal will constitute grounds for appeal to the Enrolment Appeal Board.

APPLICATION TO REMOVE APPLICANTS FROM THE CITIZENSHIP REGISTER

20. Where a Tla'amin Citizen, or an individual having legal authority to manage the affairs of a Tla'amin Citizen, applies to have the Tla'amin Citizen's name removed from the Citizenship Register, the Enrolment Committee, or the Tla'amin Nation in accordance with subparagraph 37.b, will remove the Tla'amin Citizen's name and will notify the individual who made that application.

ENROLMENT APPEAL BOARD

Establishment of an Enrolment Appeal Board

21. The Tla'amin Nation and Canada will establish the Enrolment Appeal Board at a date to be agreed to by the Parties.

22. The Enrolment Appeal Board will be comprised of two members appointed by the Tla'amin Nation and one member appointed by Canada.

23. A member of the Enrolment Committee may not sit as a member of the Enrolment Appeal Board.

24. The Enrolment Appeal Board will:

    a. establish its own procedures and time limits, including a time limit for making enrolment decisions;

    b. publish its procedures and time limits;

    c. consider and decide appeals under paragraph 25 and decide whether the appellant, or the applicant on behalf of whom the appellant appealed, will be enrolled;

    d. conduct its hearings in public unless it determines in a particular case that there are reasons for confidentiality that outweigh the public interest in having an open hearing;

    e. maintain a record of its decisions; and

    f. provide written reasons for its decisions to appellants, applicants and the Parties.

Appeals

25. An applicant or a Party may appeal by written notice to the Enrolment Appeal Board:

    a. any decision of the Enrolment Committee made under subparagraph 14.e or paragraph 17; or

    b. an application deemed to be refused under paragraph 19.

26. After the Effective Date, the Enrolment Appeal Board may:

    a. require by summons any individual to appear before it as a witness and produce any relevant document in their possession;

    b. direct a witness to answer on oath or solemn affirmation questions posed to the witness; and

    c. re-hear an appeal that was completed before the Effective Date on the basis of:

        i. new information; or

        ii. such other factors as the Enrolment Appeal Board considers relevant including its ability to exercise its powers under subparagraphs 26.a and 26.b.

27. A judge of the Provincial Court of British Columbia or other court of competent jurisdiction, on application by the Enrolment Appeal Board, may enforce a summons or direction made under paragraph 26.

28. Any individual appearing before the Enrolment Appeal Board may be represented by counsel or an agent.

29. No action lies or may be instituted against the Enrolment Appeal Board, or any member of the Enrolment Appeal Board, for anything said or done, or omitted to be said or done, in good faith in the performance, or intended performance, of a duty or in the exercise or intended exercise of a power under this Chapter.

30. Subject to subparagraph 26.c and paragraphs 31 to 34, all decisions of the Enrolment Appeal Board are final and binding.

JUDICIAL REVIEW

31. An applicant or Party may apply to the Supreme Court of British Columbia to review and set aside a decision of the Enrolment Appeal Board, or any body established in accordance with subparagraph 37.a, on the grounds that the Enrolment Appeal Board or body:

    a. acted without jurisdiction, acted beyond its jurisdiction or refused to exercise its jurisdiction;

    b. failed to observe procedural fairness;

    c. erred in law; or

d. based its decision on an erroneous finding of fact that it made in a perverse or capricious manner or without regard for the material before it.

32. On an application for judicial review, the court may either dismiss the application or set aside the decision and refer the matter back to the Enrolment Appeal Board, or any body established in accordance with subparagraph 37.a, for determination in accordance with any directions that the court considers appropriate.

33. Where the Enrolment Appeal Board, or any body established in accordance with subparagraph 37.a, fails to hear or decide an appeal within a reasonable time, an applicant or Party may apply to the Supreme Court of British Columbia for an order directing the Enrolment Appeal Board or body to hear or decide the appeal in accordance with any directions that the court considers appropriate.

34. An applicant or Party may apply for judicial review within 60 days of receiving notification of the decision of the Enrolment Appeal Board, or any body established in accordance with subparagraph 37.a, or a longer time where determined by the court.

COSTS

35. Canada and British Columbia will provide agreed upon funding for the Enrolment Committee and Enrolment Appeal Board.

TRANSITION AFTER THE EFFECTIVE DATE

36. The Enrolment Committee and the Enrolment Appeal Board will be dissolved when they have rendered decisions on those applications or appeals commenced before the Effective Date.

37. Subject to paragraph 36, as of the Effective Date, the Tla'amin Nation will:

a. be responsible for an enrolment process, including the application of the eligibility criteria, and the administrative costs of that process;

b. maintain the Citizenship Register;

c. provide a copy of the Citizenship Register to Canada and British Columbia each year, or as they request, without cost; and

d. provide information concerning enrolment to Canada and British Columbia as they request, without cost.

38. On dissolution, the Enrolment Committee and the Enrolment Appeal Board will provide their records to the Tla'amin Nation and, upon request, to Canada and to British Columbia.

CHAPTER 23 – RATIFICATION

GENERAL

1. This Agreement will be submitted to the Parties for ratification after it has been initialed by the chief negotiators for the Parties.

2. This Agreement is legally binding once it has been ratified and brought into effect in accordance with this Chapter.

RATIFICATION BY TLA'AMIN

3. Ratification of this Agreement by the Tla'amin Nation requires:

   a. that Tla'amin People have a reasonable opportunity to review this Agreement;

   b. a vote, by way of a secret ballot;

   c. that at least fifty percent plus one of Eligible Voters on the final Official Voters List vote in favour of this Agreement;

   d. ratification of the Tla'amin Constitution through the process set out in paragraph 4; and

   e. that this Agreement be signed by an authorized representative of the Tla'amin Nation.

RATIFICATION OF THE TLA'AMIN CONSTITUTION

4. Ratification of the Tla'amin Constitution by the Tla'amin Nation requires:

   a. that Tla'amin People have a reasonable opportunity to review the Tla'amin Constitution;

   b. a vote, by way of a secret ballot on or before the date of the vote on this Agreement; and

   c. that at least fifty percent plus one of Eligible Voters on the final Official Voters List vote in favour of the Tla'amin Constitution.

RATIFICATION COMMITTEE

5. The Tla'amin Nation will establish a Ratification Committee.

6. The Ratification Committee will be comprised of three members and will include a representative of the Tla'amin Nation, a representative of Canada and a representative of British Columbia.

7. The Ratification Committee will:

    a. establish and publish its procedures and set its time limits;

    b. take reasonable steps to provide an opportunity for Tla'amin People to review the Tla'amin Constitution and this Agreement;

    c. prepare and publish a preliminary list of voters for each of the Ratification Votes based on the information provided by the Enrolment Committee under subparagraph 14.k of the Eligibility and Enrolment Chapter;

    d. prepare and publish an Official Voters List for each of the Ratification Votes based on the preliminary list of voters prepared under subparagraph 7.c by:

        i. determining whether each individual whose name is provided to it by the Enrolment Committee is eligible to vote under paragraph 8; and

        ii. including on the Official Voters List the name of each individual whom the Ratification Committee determines to be eligible to vote under subparagraph 7.d.i;

    e. update the Official Voters List for each of the Ratification Votes by:

        i. at any time before the close of polls on the last voting day, adding to the Official Voters List:

            (1) the name of each individual whose name has been removed under subparagraph 7.e.ii(1) and who has provided contact information to the Tla'amin Nation or the Ratification Committee;

            (2) the name of each individual whom the Ratification Committee determines to be eligible to vote under paragraph 8; and

            (3) the name of each individual who casts a ballot under paragraph 9 and whose ballot is counted under paragraph 10;

    ii. removing from the Official Voters List:

        (1) the name of each individual who the Tla'amin Nation has made a specific request to the Ratification Committee before the close of polls on the last voting day for removal from the Official Voters List due to an inability to contact that individual provided that the Tla'amin Nation provides documentation of the steps taken to contact the individual and the Ratification Committee is satisfied that those steps are reasonable;

        (2) the name of each individual who did not vote in the Ratification Vote and who provides, within seven days of the last scheduled day of voting in the Ratification Vote, certification by a qualified medical practitioner that the individual was physically or mentally incapacitated to the point that they could not have voted on the dates set for general voting; and

        (3) the name of each individual who died on or before the last voting day without having voted in the Ratification Vote; and

    iii. preparing and publishing a final Official Voters List;

f. approve the form and content of the ballots before each of the Ratification Votes commences;

g. authorize and provide general direction to voting officers, including the establishment of polling stations and rules that may include advance polling and mail-in ballots;

h. ensure that the dates of each of the Ratification Votes and the location of the polling stations are made public;

i. conduct each of the Ratification Votes on a day or days determined by the Ratification Committee;

j. make public the results of each of the Ratification Votes immediately following the Ratification Vote count; and

k. prepare and provide to the Parties a written report on the outcome of the Ratification Vote within 90 days following the last day of each of the Ratification Votes.

ELIGIBLE VOTERS

8. An individual is eligible to vote in a Ratification Vote where the individual is:

   a. enrolled or conditionally enrolled in accordance with the Eligibility and Enrolment Chapter; and

   b. at least 18 years of age on the last scheduled day of voting in that Ratification Vote.

9. An individual whose name is not included on the Official Voters List may vote where:

   a. the Enrolment Committee provides a voting officer with confirmation that the individual submitted a completed enrolment application form to the Enrolment Committee; and

   b. the individual provides evidence satisfactory to a voting officer that the individual is at least 18 years of age on the last scheduled day of voting in that Ratification Vote.

10. The ballot of an individual described under paragraph 9 will be counted in the Ratification Vote only where the Enrolment Committee notifies the Ratification Committee that the individual meets the eligibility criteria to be enrolled or conditionally enrolled in accordance with the Eligibility and Enrolment Chapter within a time frame established by the Ratification Committee.

COSTS

11. Canada and British Columbia will provide agreed upon funding for the Ratification Committee.

RATIFICATION BY BRITISH COLUMBIA

12. Ratification of this Agreement by British Columbia requires:

    a. that this Agreement be signed by a Minister authorized to do so; and

    b. the coming into force of Provincial Settlement Legislation giving effect to this Agreement.

13. British Columbia will Consult with the Tla'amin Nation on the development of Provincial Settlement Legislation.

RATIFICATION BY CANADA

14. Ratification of this Agreement by Canada requires:

    a. that this Agreement be signed by a Minister authorized to do so; and

    b. the coming into force of Federal Settlement Legislation giving effect to this Agreement.

15. Canada will Consult with the Tla'amin Nation on the development of Federal Settlement Legislation.

CHAPTER 24 – IMPLEMENTATION

GENERAL

1. The Implementation Plan takes effect on the Effective Date and has a term of ten years. The Implementation Plan may be renewed or extended upon agreement of the Parties.

IMPLEMENTATION PLAN

2. The Implementation Plan:

   a. identifies the obligations arising from this Agreement, the activities to be undertaken to fulfill those obligations, the responsible Party and the timeframe for completion of those activities;

   b. specifies how the Implementation Plan may be amended;

   c. specifies how the Implementation Plan may be renewed or extended; and

   d. addresses other matters agreed to by the Parties.

3. The Implementation Plan:

   a. does not create legal obligations;

   b. does not alter any rights or obligations set out in this Agreement;

   c. does not preclude any Party from asserting that rights or obligations exist under this Agreement even though they are not referred to in the Implementation Plan; and

   d. is not to be used to interpret this Agreement.

IMPLEMENTATION COMMITTEE

4. The Implementation Committee is established on the Effective Date for a term of ten years which may be extended for a period as agreed to by the Parties.

5. On the Effective Date, the Tla'amin Nation, Canada and British Columbia will each appoint one member as their representative on the Implementation Committee. Other individuals may participate in Implementation Committee meetings to support or assist a member.

6. The Implementation Committee:

   a. will be a forum for the Parties to:

      i. discuss the implementation of this Agreement; and

      ii. attempt to resolve any implementation issues arising among the Parties in respect of this Agreement that have been raised by one or more of the Parties;

   b. will establish its own procedures and operating guidelines;

   c. will develop a communications strategy in respect of the implementation and content of this Agreement;

   d. may address ongoing communication issues in respect of the implementation and content of this Agreement;

   e. will recommend revisions to the Implementation Plan;

   f. will provide for the preparation of annual reports on the implementation of this Agreement;

   g. will, before the expiry of the Implementation Plan, review the Implementation Plan and advise the Parties on the further implementation of this Agreement; and

   h. will address other matters as agreed to by the Parties.

CHAPTER 25 – AMENDMENT

GENERAL

1. Any Party may propose an amendment to this Agreement.

2. Before proceeding with an amendment to this Agreement under paragraph 1, the Parties will attempt to find other means to address the interests of the Party proposing the amendment.

3. Except as provided under paragraphs 9 and 10, amendments to this Agreement require the consent of the Parties.

4. Where the Parties agree to amend this Agreement, they will determine the form and wording of the amendment, including additions, substitutions and deletions.

5. Except as provided under paragraphs 9 and 10, the Parties will provide consent to an amendment to this Agreement in the following manner:

   a. Canada, by order of the Governor-in-Council;

   b. British Columbia, by resolution of the Legislative Assembly; and

   c. the Tla'amin Nation, by a resolution adopted by a majority of elected members of Tla'amin Government.

6. Where federal or provincial legislation is required to give effect to an amendment to this Agreement, Canada or British Columbia, as the case may be, will take all reasonable steps to enact the legislation.

7. Unless the Parties otherwise agree, an amendment to this Agreement takes effect once the consent requirements under paragraph 5 are completed and any legislation referred to in paragraph 6, if applicable, has been brought into force.

8. Each Party will give notice to the other Parties when consent in accordance with paragraph 5 has been given and when any legislation referred to in paragraph 6, if applicable, has been brought into force.

9. Where this Agreement provides that the Parties will amend this Agreement upon the happening of an event:

   a. the requirements for consent referred to in paragraphs 3 and 5 will not apply;

b. paragraph 7 will not apply;

c. as soon as possible after the happening of the event:

  i. the Parties will take all steps necessary to conclude and give effect to the amendment including those steps referred to in paragraph 4 and, if applicable, paragraph 6; and

  ii. each Party will provide notice to the other Parties when it has completed all of its respective requirements to conclude and give effect to the amendment; and

d. the amendment will take effect on the date agreed by the Parties, but if no date is agreed to, on the date that the last Party provides notice to the other Parties that it has completed all of its requirements to conclude and give effect to the amendment.

10. Notwithstanding paragraphs 2 to 9, where:

a. this Agreement provides that:

  i. the Parties, or any two of them, will negotiate and attempt to reach agreement in respect of a matter that will result in an amendment to this Agreement; and

  ii. if agreement is not reached, the matter will be finally determined by arbitration in accordance with the Dispute Resolution Chapter; and

b. those Parties have reached an agreement or the matter has been finally determined by arbitration,

this Agreement will be deemed to be amended on the date that the agreement or the decision of the arbitrator takes effect, as the case may be.

11. In respect of amendments contemplated by paragraph 10, the applicable Parties will:

a. provide notice to any Party not a party to an agreement reached or an arbitrator's decision, as the case may be; and

b. agree on the form and wording of the amendment.

12. In the case of an arbitrator's decision referred to in paragraph 10, if the Parties are unable to agree, the form and wording of the deemed amendment will be finally determined by the arbitrator.

IMPLEMENTATION OF AMENDMENTS

13. The Parties will take the necessary steps to implement an amendment to this Agreement as soon as possible after the amendment takes effect.

14. Amendments to this Agreement will be:

    a. published by Canada in the Canada Gazette;

    b. published by British Columbia in the British Columbia Gazette; and

    c. deposited by the Tla'amin Nation in the Tla'amin registry of laws as contemplated under this Agreement.

15. For the purposes of paragraph 14.b, where an amendment to this Agreement relates to the description of Tla'amin Lands resulting, without limitation, from any re-surveying of Tla'amin Lands or any addition or removal of land from Tla'amin Lands, British Columbia may at its option:

    a. publish a new mapsheet in the British Columbia Gazette; or

    b. provide a website link in the British Columbia Gazette where the new mapsheet may be accessed.

CHAPTER 26 – DISPUTE RESOLUTION

GENERAL

1. In this Chapter, and in Appendices X-1 to X-6, a Party is deemed to be directly engaged in a Disagreement where another Party, acting reasonably, gives the first Party written notice requiring it to participate in a process described in this Chapter to resolve the Disagreement.

2. The Parties share the following objectives:

   a. to cooperate with each other to develop harmonious working relationships;

   b. to prevent or minimize Disagreements;

   c. to identify Disagreements quickly and resolve them in the most expeditious and cost-effective manner possible; and

   d. to resolve Disagreements in a non-adversarial, collaborative and informal atmosphere.

3. Except as otherwise provided, participating Parties may agree in writing to vary a procedural requirement contained in this Chapter, or in Appendices X-1 to X-6, as it applies to a particular Disagreement.

4. Participating Parties may agree to or the Supreme Court of British Columbia on application may order:

   a. the abridgment of a time limit; or

   b. the extension of a time limit, despite the expiration of that time limit,

   in this Chapter or in Appendices X-1 to X-6.

SCOPE: WHEN THIS CHAPTER APPLIES

5. This Chapter does not apply to all disputes between or among the Parties, but is limited to the disputes described in paragraph 6.

6. This Chapter applies to:

   a. a dispute respecting:

    i. the interpretation, application or implementation of this Agreement; or

    ii. a breach or anticipated breach of this Agreement;

  b. a dispute, where provided for in this Agreement; or

  c. negotiations required to be conducted under any provision of this Agreement that provides that the Parties, or any two of them, "will negotiate and attempt to reach agreement".

7. This Chapter does not apply to:

  a. an agreement between or among the Parties that is ancillary, subsequent, or supplemental to this Agreement unless the Parties have agreed that this Chapter applies to that agreement;

  b. the Implementation Plan; or

  c. disputes, where excluded from this Chapter.

8. Nothing in this Chapter limits the application of a dispute resolution process, under any law, to a dispute involving a person if that dispute is not a Disagreement.

9. Nothing in Federal or Provincial Law limits the right of a Party to refer a Disagreement to a process under this Chapter.

DISAGREEMENTS TO GO THROUGH STAGES

10. The Parties desire and expect that most Disagreements will be resolved by informal discussions between or among the Parties, without the necessity of invoking this Chapter.

11. Subject to this Agreement, Disagreements not resolved informally will progress, until resolved, through the following stages:

  a. Stage One: formal, unassisted efforts to reach agreement between or among the Parties, in collaborative negotiations under Appendix X-1;

  b. Stage Two: structured efforts to reach agreement between or among the Parties with the assistance of a Neutral, who has no authority to resolve the dispute, in a facilitated process under Appendix X-2, X-3, X-4 or X-5, as applicable; and

c. Stage Three: final adjudication in arbitral proceedings under Appendix X-6 or in judicial proceedings.

12. Except as otherwise provided, no Party may refer a Disagreement to final adjudication in Stage Three without first proceeding through Stage One and a facilitated process in Stage Two, as required in this Chapter.

13. Nothing in this Chapter prevents a Party from commencing arbitral or judicial proceedings at any time:

    a. to prevent the loss of a right to commence proceedings due to the expiration of a limitation period; or

    b. to obtain interlocutory or interim relief that is otherwise available pending resolution of the Disagreement under this Chapter.

STAGE ONE: COLLABORATIVE NEGOTIATIONS

14. Where a Disagreement is not resolved by informal discussion, and a Party directly engaged in the Disagreement wishes to invoke this Chapter, that Party will deliver written notice under Appendix X-1 to the other Parties, requiring the commencement of collaborative negotiations.

15. Upon receiving notice under paragraph 14, each Party directly engaged in the Disagreement will participate in the collaborative negotiations.

16. A Party not directly engaged in the Disagreement may participate in the collaborative negotiations by giving written notice to the other Parties, preferably before the collaborative negotiations commence.

17. If the Parties have commenced negotiations described in subparagraph 6.c, then, for all purposes under this Chapter, those negotiations will be deemed collaborative negotiations.

18. Collaborative negotiations terminate in the circumstances set out in Appendix X-1.

STAGE TWO: FACILITATED PROCESSES

19. Within 15 days of termination of collaborative negotiations that have not resolved a Disagreement, a Party directly engaged in the Disagreement may require the commencement of a facilitated process by delivering notice to the other Parties.

20. Notice under paragraph 19:

a. will include the name of the Party or Parties directly engaged in the Disagreement and a summary of the particulars of the Disagreement; and

b. may propose the use of a particular facilitated process described in paragraph 23.

21. Upon receiving notice under paragraph 19, a Party directly engaged in the Disagreement will participate in a facilitated process described in paragraph 23.

22. A Party not directly engaged in the Disagreement may participate in the facilitated process by giving written notice to the other Parties within 15 days of delivery of notice under paragraph 19.

23. Within 30 days after delivery of notice under paragraph 19, the Parties directly engaged in the Disagreement will attempt to agree to use one of the following processes:

a. mediation under Appendix X-2;

b. technical advisory panel under Appendix X-3;

c. neutral evaluation under Appendix X-4;

d. community advisory council under Appendix X-5; or

e. any other non-binding dispute resolution process assisted by a Neutral,

and, if they fail to agree, they will be deemed to have selected mediation under Appendix X-2.

24. A facilitated process terminates:

a. in the circumstances set out in the applicable Appendix; or

b. as agreed in writing by the participating Parties, if an Appendix does not apply.

NEGOTIATING CONDITIONS

25. In order to enhance the prospect of reaching agreement, the Parties participating in collaborative negotiations or a negotiation component of a facilitated process will:

a. at the request of a participating Party, provide timely disclosure of sufficient information and documents to enable a full examination of the subject matter being negotiated;

b. make every reasonable effort to appoint negotiating representatives with sufficient authority to reach an agreement, or with ready access to such authority; and

c. negotiate in good faith.

SETTLEMENT AGREEMENT

26. Any agreement reached in a process under this Chapter:

  a. will be:

    i. recorded in writing;

    ii. signed by authorized representatives of the Parties to the agreement; and

    iii. delivered to all Parties; and

  b. is binding only on the Parties who have signed the agreement.

STAGE THREE: ADJUDICATION – ARBITRATION

27. Where a Disagreement arises out of any provision of this Agreement that provides that a dispute will be "finally determined by arbitration", the Disagreement will, where a Party directly engaged in the Disagreement has delivered a notice of arbitration to all Parties as required under Appendix X-6, be referred to and finally resolved by arbitration in accordance with that Appendix.

28. A Disagreement, other than a Disagreement referred to in paragraph 27, with the written agreement of all Parties directly engaged in the Disagreement, will be referred to and finally resolved by arbitration in accordance with Appendix X-6.

29. Where two Parties make a written agreement under paragraph 28, they will deliver a copy of the agreement to the other Party that is not directly engaged in the Disagreement.

30. A Party not directly engaged in a Disagreement will be added as a party to the arbitration of that Disagreement, whether or not that Party has participated in collaborative negotiations or a required facilitated process,

upon that Party delivering written notice to the participating Parties to the arbitration within 15 days after receiving notice under paragraph 27 or copy of a written agreement under paragraph 28.

31. Notwithstanding paragraph 30, an arbitral tribunal may make an order adding a Party as a participating Party at any time if the arbitral tribunal considers that:

    a. the participating Parties will not be unduly prejudiced; or

    b. the issues stated in the pleadings are materially different from those identified in the notice to arbitrate under paragraph 27 or the written agreement to arbitrate in paragraph 28,

    and, in that event, the arbitral tribunal may make any order it considers appropriate or necessary in the circumstances respecting conditions, including the payment of costs, upon which the Party may be added.

EFFECT OF ARBITRAL AWARD

32. An arbitral award is final and binding on all Parties whether or not a Party has participated in the arbitration.

33. Notwithstanding paragraph 32, an arbitral award is not binding on a Party that has not participated in the arbitration where:

    a. the Party did not receive copies of:

        i. the notice of arbitration or agreement to arbitrate; or

        ii. the pleadings and any amendments or supplements to the pleadings; or

    b. the arbitral tribunal refused to add the Party as a participating Party to the arbitration under paragraph 31.

APPLICATION OF LEGISLATION

34. No legislation of any Party respecting arbitration, except the Federal Settlement Legislation and Provincial Settlement Legislation, applies to an arbitration conducted under this Chapter.

35. A court will not intervene or offer assistance in an arbitration or review an arbitral award under this Chapter except as provided in Appendix X-6.

STAGE THREE: ADJUDICATION – JUDICIAL PROCEEDINGS

36. Nothing in this Chapter creates a cause of action where none otherwise exists.

37. Subject to paragraph 38, at any time a Party may commence proceedings in the Supreme Court of British Columbia with respect to a Disagreement.

38. Subject to paragraph 13, a Party may not commence judicial proceedings where the Disagreement:

    a. is referred to arbitration under paragraph 27 or 28;

    b. has not been referred to collaborative negotiations or a facilitated process as required under this Chapter; or

    c. has been referred to collaborative negotiations or a facilitated process that has not yet been terminated.

39. Nothing in subparagraph 38.a prevents an arbitral tribunal or the participating Parties from requesting the Supreme Court of British Columbia to make a ruling respecting a question of law as permitted in Appendix X-6.

NOTICE TO PARTIES

40. Where, in any judicial or administrative proceeding, an issue arises in respect of:

    a. the interpretation or validity of this Agreement; or

    b. the validity or applicability of:

        i. the Federal Settlement Legislation or the Provincial Settlement Legislation; or

        ii. any Tla'amin Law,

    the issue will not be decided until the party raising the issue has properly served notice on the Attorney General of British Columbia, the Attorney General of Canada and the Tla'amin Nation.

41. In any judicial or administrative proceeding to which paragraph 40 applies, the Attorney General of British Columbia, the Attorney General of Canada and the Tla'amin Nation may appear and participate in the proceedings as parties with the same rights as any other party.

COSTS

42. Except as provided otherwise in Appendices X-1 to X-6, each participating Party will bear the costs of its own participation, representation and appointments in collaborative negotiations, a facilitated process or an arbitration, conducted under this Chapter.

43. Subject to paragraph 42 and except as provided otherwise in Appendices X-1 to X-6, the participating Parties will share equally all costs of collaborative negotiations, a facilitated process or an arbitration, conducted under this Chapter.

44. For the purpose of paragraph 43, "costs" include:

    a. fees of the Neutrals;

    b. costs of hearing and meeting rooms;

    c. actual and reasonable costs of communications, accommodation, meals and travel of the Neutrals;

    d. costs of required secretarial and administrative support for the Neutrals, as permitted in Appendices X-1 to X-6; and

    e. administration fees of a Neutral Appointing Authority.